

EXHIBIT E

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

MICHAEL TERPIN,
Plaintiff,
v.
AT&T MOBILITY LLC; and DOES
1-25,
Defendants.

CASE NO. 2:18-CV-06975-ODW-KS
**DEFENDANT AT&T MOBILITY
LLC'S RESPONSES AND
OBJECTIONS TO PLAINTIFF'S
REQUEST FOR PRODUCTION, SET
ONE**

PROPOUNDING PARTY: Plaintiff Michael Terpin
RESPONDING PARTY: Defendant AT&T Mobility, LLC
SET NO: One
NUMBERS: 1-53

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 34-2 of the Local Rules of the Central District of California, Defendant AT&T Mobility LLC (“AT&T”), acting by and through its undersigned counsel, hereby serves its Objections and Responses to Plaintiff Michael Terpin’s (“Terpin”) First Set of Requests for Production of Documents to Defendant (the “Discovery Requests” or “Requests”).

OBJECTIONS APPLICABLE TO ALL REQUESTS

AT&T reserves the right to supplement its objections and responses to this or future discovery requests. AT&T’s investigation is continuing and AT&T responds to the Requests to the extent that information is known to AT&T as of the date of these objections and responses. The following General Objections are continuing in nature and shall apply to each Request and each and every Instruction and Definition and are hereby incorporated into each response. Each individual response is made subject to, and without waiver of, the following General Objections:

1. AT&T objects to the Requests to the extent they seek a full production of documents within 30 days of Terpin’s service of the Requests. AT&T’s collection and review efforts are continuing and AT&T will produce responsive, non-privileged documents on a rolling basis.

2. AT&T objects to the Requests to the extent they lack a reasonable date limitation. Except where otherwise specified, AT&T will limit its responses and production to the time period of January 1, 2017 to the present.

3. AT&T objects to the Requests to the extent that they are overbroad, call for disclosure of material or information beyond the scope of permissible discovery, seek to impose obligations greater than those required by the Federal Rules of Civil Procedure, seek information that is not relevant to any party’s claims or defenses, and/or are not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.

1 4. AT&T objects to the Requests to the extent that they do not identify the
2 documents sought with reasonable particularity as required by Rule 34(b) of the Federal
3 Rules of Civil Procedure.

4 5. AT&T objects to the Requests to the extent they lack a reasonable temporal
5 limitation. AT&T's response and production of documents will be limited to information
6 from January 1, 2017 to the present except where expressly noted.

7 6. AT&T's responses herein, and its production of documents and information,
8 do not in any way constitute an adoption or acceptance of Terpin's purported Definitions
9 of words or phrases or purported Instructions in the Requests. AT&T objects to the
10 Definitions and Instructions to the extent they are unclear, ambiguous, overbroad, unduly
11 burdensome, and/or require AT&T to undertake additional duties beyond its discovery
12 obligations under the Federal Rules of Civil Procedure.

13 7. AT&T objects to the Requests to the extent that they seek information
14 protected by the attorney-client privilege, the attorney work-product doctrine, and/or any
15 other applicable privilege, immunity or protection. AT&T does not intend to produce any
16 privileged or protected information or documents, and any such production is inadvertent
17 and should not be deemed a waiver of any privilege or protection from production. To the
18 extent that, in the course of reviewing documents produced by AT&T, it appears that
19 AT&T may have produced one or more documents which on their face appear to be
20 privileged, AT&T requests that (a) its counsel be immediately notified of the production of
21 the specific document(s) so that they may determine whether the document(s) was
22 produced inadvertently and whether to request that the document be "clawed back;" and
23 (b) the reviewing party not disclose or discuss the contents of any such document(s) with
24 any other persons until the communication and determinations covered by (a) have been
25 made.

26 8. AT&T objects to each Request that seeks the production of information or
27 material that is protected by the right to privacy.
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1 9. AT&T objects to the Requests to the extent that they are vague, ambiguous,
2 overbroad, unreasonably burdensome, oppressive, or seek documents that are not relevant
3 to the subject matter of this action, not material and necessary to the prosecution or defense
4 of this action, not proportional to the needs of the case, and/or not reasonably calculated
5 to lead to discovery of relevant evidence.

6 10. AT&T objects to the Requests to the extent that they are vague, overly broad,
7 and unduly burdensome in their temporal scope.

8 11. AT&T objects to the Requests to the extent that they are repetitive or overlap
9 with one another. Where a document is reasonably responsive to more than one Request,
10 AT&T will produce the document only once.

11 12. AT&T objects to each Request to the extent that it seeks the disclosure of
12 confidential or proprietary information or documents. AT&T's responses herein shall not
13 be deemed to be a waiver of AT&T's rights with respect to such information or documents.
14 AT&T will produce documents only subject to the Protective Order entered in this case.
15 Furthermore, to the extent that any documents are subject to a protective order in other
16 litigation and/or confidentiality agreements with other parties, AT&T will produce those
17 documents only subject to and in accordance with the terms of the protective order and
18 confidentiality agreements and the rights of the parties thereunder.

19 13. AT&T objects to each request to the extent it seeks the production of
20 information or material regarding the accounts, claims, circumstances, identity, or any other
21 characteristic of any AT&T customer other than Mr. Terpin.

22 14. AT&T's responses are made without waiving, in any way: (a) the right to
23 object on any basis permitted by law to the use of any information produced in any
24 subsequent proceeding in this action or any other action; and (b) the right to object on any
25 basis permitted by law to any other discovery request involving or relating to the subject
26 matter of these responses.

27 15. Nothing contained herein or provided in response to the Requests consists of,
28 or should be construed as, an admission relating to the accuracy, relevance or existence or

1 non-existence of any alleged facts or information referenced in the Requests. AT&T's
2 agreement to produce certain types or categories of documents is not an admission that any
3 such documents actually exist or are in its possession. Without in any way waiving or
4 limiting its objections, AT&T will attempt in good faith to provide responses to the
5 Requests to the extent reasonably practicable at this stage of these proceedings and based
6 on information known and reasonably available to AT&T.

7 16. AT&T objects to each request seeking "any" or "all" documents when all
8 relevant facts can be obtained from fewer than "any" and "all" documents, or when AT&T
9 could not identify "any" and "all" documents pursuant to a reasonable search. Subject to
10 its objections, AT&T will perform a reasonable search for responsive, non-privileged
11 documents from a reasonable set of custodians.

12 17. AT&T objects to the definition of "AUTHORIZED RETAILER" as overly
13 broad, unduly burdensome, and not proportionate to the needs of this case to the extent it
14 reaches *all* call centers, not merely those that are or can be involved in SIM swaps. AT&T
15 will interpret "AUTHORIZED RETAILER" to refer to a retailer, contractor or third party
16 currently or formerly authorized by AT&T to sell and exchange services and equipment
17 from January 1, 2017 to present, which perform SIM swaps for AT&T customers.

18 18. AT&T objects to the definition of "RELATE" and "RELATING TO" as
19 vague and ambiguous, and to the extent that the use of such terms, as defined, make any
20 Request overly broad, unduly burdensome, and disproportionate to the needs of the case,
21 and/or impose obligations that go beyond the scope of document discovery contemplated
22 by the Arbitrator's Scheduling and Case Management Order dated August 24, 2020.

23 19. AT&T objects to the definition of "YOU" and "YOUR" as vague, ambiguous,
24 overly broad, and unduly burdensome to the extent the terms are meant to include AT&T
25 Mobility LLC's "respective parents, subsidiaries or affiliated companies (including AT&T,
26 Inc.), its agents, employees, officers, directors, attorneys, accountants, investigators, and
27 anyone acting or purporting to act on its behalf or under its direction," and "any of YOUR
28 AUTHORIZED RETAILERS." AT&T will construe "YOU" and "YOUR" to refer to

AT&T Mobility LLC. AT&T further objects to the definition of “YOU” and “YOUR” to the extent that Plaintiff purports to use these terms to request materials or information that are outside of AT&T’s possession, custody, and control, or to impose obligations that go beyond the scope of document discovery contemplated by the Federal Rules of Civil Procedure.

20. AT&T objects to the definition of the term “SIM SWAP(S)” as vague and ambiguous to the extent it incorporates a concept of “a hacker or another unauthorized individual.” AT&T further objects that this term “SIM SWAP(S)” is contrary to the ordinary meaning of the term SIM SWAP, which does not incorporate a concept of authorization. Except where otherwise noted, AT&T will construe requests for information about “SIM SWAP(S)” as limited to information about SIM swaps that were performed in connection with the telephone numbers of AT&T customers without being authorized by those customers.

The foregoing General Objections are hereby incorporated into the responses set forth below as though fully stated therein.

**SPECIFIC RESPONSES AND OBJECTIONS TO
PLAINTIFF’S DISCOVERY REQUESTS**

1. **All DOCUMENTS and COMMUNICATIONS RELATING TO the JUNE 11, 2017 SIM SWAP, including, but not limited to, any report of any investigation YOU preformed regarding the JUNE 11, 2017 SIM SWAP, all DOCUMENTS and COMMUNICATIONS RELATING TO the identity and geographic location of the hackers who perpetrated the JUNE 11, 2017 SIM SWAP, all DOCUMENTS and COMMUNICATIONS RELATING TO YOUR personnel or the personnel of an AUTHORIZED RETAILER who were aware of or involved in the JUNE 11, 2017 SIM SWAP, and all DOCUMENTS and COMMUNICATIONS RELATING TO YOUR personnel who were contacted by PLAINTIFF RELATING TO the JUNE 11, 2017 SIM SWAP, including those attending the June 13, 2017 meeting in Puerto Rico referenced in the SAC.**

RESPONSE: AT&T objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it is unlimited as to time. AT&T’s

1 response and production of documents will therefore be limited to information from
2 January 1, 2017 to the present. AT&T further objects to this Request on overbreadth
3 grounds in that it seeks “All” documents and communications from unspecified persons
4 and/or entities without limiting them to AT&T or any particular persons within AT&T or
5 to documents sufficient to show a relevant fact. AT&T further objects to this Request to
6 the extent it asks AT&T to provide information not within its possession, custody, or
7 control, such as “COMMUNICATIONS RELATING TO . . . the personnel of an
8 AUTHORIZED RETAILER.” AT&T further objects to the Request to the extent it seeks
9 all communications “RELATING TO YOUR personnel who were contacted by
10 PLAINTIFF RELATING TO the June 13, 2017 SIM SWAP” as vague and ambiguous as
11 to the scope of communications requested and to the extent that it seeks information
12 outside AT&T’s possession, custody, or control. AT&T further objects to this Request to
13 the extent it seeks materials protected by attorney-client and/or attorney work product
14 privileges, and/or any other applicable privilege, protection, or immunity from disclosure.
15 AT&T further objects to the Request that it seeks materials protected by the privacy rights
16 of third parties. AT&T objects to this Request to the extent it seeks information provided
17 by AT&T to any government or law enforcement entity to the extent such Request is
18 contrary to, or not allowed by, any law or policy. AT&T objects to the term “YOU” to the
19 extent it purports to encompass any entity other than AT&T Mobility LLC.

20 Subject to and without waiving the foregoing General and Specific Objections,
21 AT&T will produce responsive, non-privileged documents in its possession, custody, or
22 control to the extent they exist and can be identified pursuant to a reasonable search.
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2. All DOCUMENTS and COMMUNICATIONS RELATING TO the JANUARY 7, 2018 SIM SWAP, including, but not limited to, any report of any investigation YOU preformed regarding the JANUARY 7, 2018 SIM SWAP, all DOCUMENTS and COMMUNICATIONS RELATING TO the identity and geographic location of the hackers who perpetrated the JANUARY 7, 2018 SIM SWAP, all DOCUMENTS and COMMUNICATIONS RELATING TO YOUR personnel or the personnel of an AUTHORIZED RETAILER who were aware of or involved in the JANUARY 7, 2018 SIM SWAP, and all DOCUMENTS and COMMUNICATIONS RELATING TO YOUR personnel who were contacted by PLAINTIFF RELATING TO the JANUARY 7, 2018 SIM SWAP.

RESPONSE: AT&T objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it is unlimited as to time. AT&T's response and production of documents will therefore be limited to information from January 1, 2017 to the present. AT&T further objects to this Request on overbreadth grounds in that it seeks "All" documents and communications from unspecified persons and/or entities without limiting them to AT&T or any particular persons within AT&T or to documents sufficient to show a relevant fact. AT&T further objects to this Request to the extent it asks AT&T to provide information not within its possession, custody, or control, such as "COMMUNICATIONS RELATING TO . . . the personnel of an AUTHORIZED RETAILER." AT&T further objects to the Request to the extent it seeks all communications "RELATING TO YOUR personnel who were contacted by PLAINTIFF RELATING TO the JANUARY 7, 2018 SIM SWAP" as vague and ambiguous as to the scope of communications requested and to the extent that it seeks information outside AT&T's possession, custody, or control. AT&T further objects to this Request to the extent it seeks materials protected by attorney-client and/or attorney work product privileges, and/or any other applicable privilege, protection, or immunity from disclosure. AT&T further objects to the Request that it seeks materials protected by the privacy rights of third parties. AT&T objects to this Request to the extent it seeks information provided by AT&T to any government or law enforcement entity to the extent

1 such Request is contrary to, or not allowed by, any law or policy. AT&T objects to the term
2 “YOU” to the extent it purports to encompass any entity other than AT&T Mobility LLC.

3 Subject to and without waiving the foregoing General and Specific Objections,
4 AT&T will produce responsive, non-privileged documents in its possession, custody, or
5 control to the extent they exist and can be identified pursuant to a reasonable search.

6 **3. All DOCUMENTS and COMMUNICATIONS RELATING TO the**
7 **International Mobile Equipment Identity number (IMEI) of any**
8 **mobile telephone used in either the JUNE 11, 2017 SIM SWAP or the**
9 **JANUARY 7, 2018 SIM SWAP, including the mobile telephone**
10 **belonging to PLAINTIFF or anyone perpetrating or involved in these**
11 **SIM SWAPS.**

12 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
13 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
14 response and production of documents will therefore be limited to information from
15 January 1, 2017 to the present. AT&T objects to this Request as overly broad, unduly
16 burdensome, and not proportional to the needs of this case to the extent it seeks production
17 of “ALL DOCUMENTS and COMMUNICATIONS RELATING TO” a broad topic,
18 rather than documents sufficient to show a relevant fact. AT&T objects to this Request as
19 overly broad, unduly burdensome, and not proportional to the needs of this case to the
20 extent it seeks information not relevant to the incidents at issue, including data about
21 activities unrelated to Terpin that may involve the device(s) allegedly used in the SIM swaps.
22 This Request could encompass materials that relate solely to other AT&T customers,
23 contain the protected CPNI of other AT&T customers, and concern incidents or
24 occurrences that involve entirely different facts and circumstances than any SIM swap at
25 issue in this case. Such documents have no relevance to or bearing upon the claims or
26 defenses in this case. Moreover, documents pertaining to other customers may contain
27 information that is protected against disclosure by applicable federal and state law and
28 authorities, including by not limited to the Federal Communications Act, 47 U.S.C. § 222,
the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic Communications
Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further objects to this Request to the

1 extent it seeks materials protected by attorney-client and/or attorney work product
2 privileges, and/or any other applicable privilege, protection, or immunity from disclosure.
3 AT&T objects to this Request to the extent it seeks information provided by AT&T to any
4 government or law enforcement entity to the extent such Request is contrary to, or not
5 allowed by, any law or policy. AT&T objects to this Request to the extent it incorporates
6 an assumption about AT&T's policies or other matters without any evidentiary support.

7 Subject to and without waiving the foregoing General and Specific Objections,
8 AT&T will produce documents sufficient to show SIM swaps conducted with the particular
9 IMEI used in the June 11, 2017 SIM swap and the January 7, 2018 SIM swap, redacted to
10 remove personally identifiable information of other customers, to the extent such
11 documents exist within AT&T's possession, custody, or control and can be identified
12 pursuant to a reasonable search.

13 **4. All DOCUMENTS and COMMUNICATIONS RELATING TO**
14 **PLAINTIFF including, without limitation, all DOCUMENTS and**
15 **COMMUNICATIONS RELATING TO the JUNE 11, 2017 SIM**
16 **SWAP, the JANUARY 7, 2018 SIM SWAP and any other DOCUMENTS**
RELATING TO PLAINTIFF from 1990 to the present.

17 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
18 and not proportional to the needs of this case because it requests documents spanning a 27
19 year period before the incident at issue in this case took place, and extends to a time before
20 SIM swaps were technologically possible, and before the SIM card had even been invented.
21 AT&T's response and production of documents will therefore be limited to information
22 from January 1, 2017 to the present. AT&T objects to this Request as overly broad, unduly
23 burdensome, and not proportional to the needs of this case to the extent it seeks production
24 of "ALL DOCUMENTS and COMMUNICATIONS RELATING TO" a broad topic,
25 rather than documents sufficient to show a relevant fact. AT&T further objects to this
26 Request to the extent it asks AT&T to provide information not within its possession,
27 custody, or control. AT&T further objects to this Request to the extent it seeks materials
28 protected by attorney-client and/or attorney work product privileges, and/or any other

1 applicable privilege, protection, or immunity from disclosure. AT&T further objects to this
2 Request as overly broad, unduly burdensome, and not proportional to the needs of this case
3 to the extent it seeks information about Terpin that has no connection to the incidents at
4 issue in this case. AT&T objects to this Request to the extent it seeks information provided
5 by AT&T to any government or law enforcement entity to the extent such Request is
6 contrary to, or not allowed by, any law or policy.

7 Subject to and without waiving the foregoing General and Specific Objections,
8 AT&T will produce account notes for Terpin's account and Device Life Cycle tracking
9 documents that AT&T can identify in its possession, custody, or control pursuant to a
10 reasonable search.

11 **5. All DOCUMENTS and COMMUNICATIONS RELATING TO the**
12 **geographic location of PLAINTIFF at the time of JUNE 11, 2017 SIM**
13 **SWAP or the JANUARY 7, 2018 SIM SWAP.**

14 **RESPONSE:** AT&T objects that the term "geographic location" is vague and
15 ambiguous as to the scope of documents and communications sought. AT&T further
16 objects to this Request on the ground that it seeks "All" documents and communications
17 from unspecified persons and/or entities without limiting them to AT&T or any particular
18 persons within AT&T or to documents sufficient to show a relevant fact. AT&T further
19 objects that the Request is overly broad, unduly burdensome, and vague and ambiguous to
20 the extent it broadly seeks all documents "RELATING TO the geographic location" given
21 the broad definition of RELATE and the ambiguity of the term "geographic location."
22 AT&T objects to this Request to the extent it seeks information provided by AT&T to any
23 government or law enforcement entity to the extent such Request is contrary to, or not
24 allowed by, any law or policy. AT&T further objects to this Request to the extent it seeks
25 materials protected by attorney-client and/or attorney work product privileges, and/or any
26 other applicable privilege, protection, or immunity from disclosure.

27 Subject to and without waiving the foregoing General and Specific Objections,
28 AT&T will produce responsive, non-privileged documents sufficient to show the
information in AT&T's possession, custody, or control about the location of Plaintiff's

1 phone at the time of the alleged SIM swaps, to the extent such documents exist and can be
2 located pursuant to a reasonable search of appropriate custodians.

3 **6. All DOCUMENTS and COMMUNICATIONS RELATING TO any**
4 **attempted SIM SWAP of PLAINTIFF other than the JUNE 11, 2017**
5 **SIM SWAP or JANUARY 7, 2018 SIM SWAP.**

6 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
7 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
8 response and production of documents will therefore be limited to information from
9 January 1, 2017 to the present. AT&T objects that the term "attempted SIM SWAP" is
10 vague and ambiguous as to the scope of communications sought. AT&T further objects to
11 this Request on the ground that it seeks "All" documents and communications from
12 unspecified persons and/or entities without limiting them to AT&T or any particular
13 persons within AT&T or to documents sufficient to show a relevant fact. AT&T further
14 objects that the Request is overly broad, unduly burdensome, and vague and ambiguous to
15 the extent it broadly seeks all documents "RELATING TO any attempted SIM SWAP"
16 given the broad definition of RELATE and the ambiguity of the term "attempted SIM
17 SWAP." AT&T further objects to this Request to the extent it asks AT&T to provide
18 information not within its possession, custody, or control, to the extent it seeks to
19 understand the actions of third-party criminals who "attempted" to engage in other SIM
20 swaps. AT&T further objects to this Request to the extent it seeks materials protected by
21 attorney-client and/or attorney work product privileges, and/or any other applicable
22 privilege, protection, or immunity from disclosure. AT&T objects to this Request to the
23 extent it seeks information provided by AT&T to any government or law enforcement
24 entity to the extent such Request is contrary to, or not allowed by, any law or policy.

25 Subject to and without waiving the foregoing General and Specific Objections,
26 AT&T will produce account notes for Terpin's account and Device Life Cycle tracking
27 documents that AT&T can identify in its possession, custody, or control pursuant to a
28 reasonable search.

1 7. **ALL DOCUMENTS RELATING TO YOUR COMMUNICATIONS**
2 **with SPRING MOBILE or PRIME COMMUNICATIONS**
3 **RELATING TO PLAINTIFF including, without limitation, all**
4 **DOCUMENTS and COMMUNICATIONS RELATING TO the**
5 **JUNE 11, 2017 SIM SWAP or the JANUARY 7, 2018 SIM SWAP.**

6 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
7 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
8 response and production of documents will therefore be limited to information from
9 January 1, 2017 to the present. AT&T objects that this request is overly broad, unduly
10 burdensome, and seeks information not relevant to the incidents at issue, to the extent it
11 requests all communications between AT&T and Spring Mobile or Prime Communications,
12 including those that have nothing to do with unauthorized SIM swaps or Terpin. AT&T
13 objects to this Request as overly broad, unduly burdensome, and not proportional to the
14 needs of this case to the extent it seeks production of "ALL DOCUMENTS RELATING
15 TO" a broad topic, rather than documents sufficient to show a relevant fact. AT&T also
16 objects to this Request to the extent it seeks communications relating to other AT&T
17 customers, containing the protected CPNI of other AT&T customers, and concerning
18 incidents or occurrences that have no relevance to or bearing upon the claims or defenses
19 in this case. AT&T further objects that such information of third parties is protected against
20 disclosure by applicable federal and state law and authorities, including by not limited to the
21 Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C.
22 § 2707, and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 et seq.
23 AT&T further objects that the request seeks materials protected by the privacy right of third
24 party customers. AT&T further objects to this Request to the extent it seeks materials
25 protected by attorney-client and/or attorney work product privileges, and/or any other
26 applicable privilege, protection, or immunity from disclosure. AT&T further objects that
27 the request seeks the production of information or material that constitutes confidential,
28 proprietary and/or trade secret information. AT&T objects to the term "YOUR" to the
extent it purports to encompass any entity other than AT&T Mobility LLC.

1 Subject to and without waiving the foregoing General and Specific Objections,
2 AT&T will produce its service agreements with Spring Mobile and/or Prime
3 Communications under the protective order in this case, subject to any obligations of
4 confidentiality or non-disclosure.

5 **8. All DOCUMENTS RELATING TO Jahmil Smith, including any**
6 **background checks, information about criminal history,**
7 **communications to Mr. Smith before or after the JANUARY 7, 2018 SIM**
8 **SWAP, and any documentation RELATING TO Mr. Smith's**
9 **involvement in any SIM SWAP.**

10 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
11 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
12 response and production of documents will therefore be limited to information from
13 January 1, 2017 to the present. AT&T further objects to this Request to the extent it asks
14 AT&T to provide information not within its possession, custody, or control, such as the
15 knowledge, employment status, or disciplinary history of the representative who
16 implemented the SIM swap at issue, who was not an employee of AT&T, but was affiliated
17 with an authorized retailer. AT&T further objects to this Request to the extent it
18 incorporates a concept of whether a SIM swap is "authorized," because AT&T lacks
19 sufficient knowledge to determine whether most or all SIM swaps that are claimed to have
20 occurred without authorization were in fact authorized by the customer. AT&T further
21 objects to this Request as overly broad, unduly burdensome, and not proportional to the
22 needs of this case to the extent it seeks production of "ALL DOCUMENTS RELATING
23 TO" a broad topic, rather than documents sufficient to show a relevant fact. AT&T further
24 objects to this Request as overly broad, unduly burdensome, and not proportional to the
25 needs of this case to the extent it seeks information not relevant to the incidents at issue,
26 including data about activities involving Mr. Smith that are unrelated to Terpin. This
27 Request would encompass materials that relate solely to other AT&T customers, contain
28 the protected CPNI of other AT&T customers, and concern incidents or occurrences that
involve entirely different facts and circumstances than any SIM swap at issue in this case.

1 Such documents have no relevance to or bearing upon the claims or defenses in this case.
2 Moreover, documents pertaining to other customers may contain information that is
3 protected against disclosure by applicable federal and state law and authorities, including by
4 not limited to the Federal Communications Act, 47 U.S.C. § 222, the Stored
5 Communications Act, 18 U.S.C. § 2707, and the Electronic Communications Privacy Act
6 of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further objects to this Request to the extent it seeks
7 materials protected by attorney-client and/or attorney work product privileges, and/or any
8 other applicable privilege, protection, or immunity from disclosure. AT&T objects to this
9 Request to the extent it seeks information provided by AT&T to any government or law
10 enforcement entity to the extent such Request is contrary to, or not allowed by, any law or
11 policy. AT&T objects to this Request to the extent it incorporates an assumption about
12 AT&T's policies or other matters without any evidentiary support.

13 Subject to and without waiving the foregoing General and Specific Objections,
14 AT&T will produce responsive, non-privileged documents in its possession, custody, or
15 control to the extent they exist and can be identified pursuant to a reasonable search.

- 16 9. **All DOCUMENTS and COMMUNICATIONS that are sufficient to**
17 **identify any alleged SIM SWAP involving any of YOUR CUSTOMERS**
18 **involving the alleged loss of CRYPTOCURRENCY, including**
19 **DOCUMENTS RELATING TO YOUR CUSTOMERS, and any**
20 **reports prepared by YOU relating to such SIM SWAPS, including**
internal reports and any reports to law enforcement agencies or the
FCC.

21 **RESPONSE:** AT&T objects to this Request as overly broad as to time period.
22 AT&T's response and production of documents will be limited to information from January
23 1, 2017, to the present. AT&T objects to this Request to the extent it seeks information
24 outside of AT&T's possession, custody, or control or not ascertainable by any reasonable
25 method without undue burden, including which SIM swaps that have occurred in
26 connection with the telephone numbers of AT&T customers were authorized by those
27 customers and in which ones AT&T customers contend or believe that they have lost
28 cryptocurrency. AT&T further objects to this Request as vague and ambiguous to the extent

1 it incorporates a concept of whether a SIM swap is “unauthorized,” because AT&T lacks
2 sufficient knowledge to determine whether most or all SIM swaps that are claimed to have
3 occurred without authorization were in fact authorized by the customer. AT&T objects to
4 this Request to the extent it seeks information regarding the claims and activities of other
5 AT&T customers, containing the protected CPNI of other AT&T customers, and/or
6 concerning incidents or occurrences that have no relevance to or bearing upon the claims
7 or defenses in this case. Because Terpin has alleged that AT&T violated its duties to him
8 and his claims will rise or fall based on the evidence concerning his own interactions with
9 AT&T, information regarding SIM swaps experienced by other customers is not relevant
10 to any issue in this case, is not proportional to the needs of the case, and the burden of
11 identifying, collecting, and producing such information would far outweigh any likely
12 benefit of the disclosure of such information in this matter. AT&T further objects to the
13 extent that the requested information is protected against disclosure by applicable federal
14 and state law and authorities, including by not limited to the Federal Communications Act,
15 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic
16 Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 et seq. AT&T further objects that
17 the Request seeks materials protected by the privacy right of third party customers. AT&T
18 further objects to this Request to the extent it seeks materials protected by attorney-client
19 and/or attorney work product privileges, and/or any other applicable privilege, protection,
20 or immunity from disclosure. AT&T further objects to this Request on the ground and to
21 the extent that it seeks information that is already in Terpin’s possession and/or available
22 in the public domain. AT&T objects to this Request to the extent it seeks information
23 provided by AT&T to any government or law enforcement entity to the extent such Request
24 is contrary to, or not allowed by, any law or policy. AT&T objects to the terms “YOU” and
25 “YOUR” to the extent they purport to encompass any entity other than AT&T Mobility
26 LLC.
27
28

1 Subject to and without waiving the foregoing General and Specific Objections,
2 AT&T will produce publicly filed complaints alleging the loss of cryptocurrency in
3 connection with an unauthorized SIM swap.

4 **10. All DOCUMENTS and COMMUNICATIONS RELATING TO any**
5 **training that YOU have provided for YOUR personnel or personnel of**
6 **AUTHORIZED RETAILERS RELATING TO SIM SWAPS,**
7 **including training to prevent or hinder SIM SWAPS, training regarding**
8 **responses by personnel to complaints or inquiries from YOUR**
9 **CUSTOMERS RELATING TO SIM SWAPS and any guidelines or**
10 **scripts RELATING TO how YOUR personnel or personnel of**
11 **AUTHORIZED RETAILERS respond to requests for SIM SWAPS.**

12 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
13 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
14 response and production of documents will therefore be limited to information from
15 January 1, 2017 to the present. AT&T also objects that the Request is overly broad, unduly
16 burdensome, and not proportional to the needs of this case to the extent it seeks
17 information not relevant to the incidents at issue, including because it addresses security
18 measures or risks not relevant to any issue in this case. AT&T further objects to this Request
19 as vague and ambiguous to the extent it incorporates a concept of whether a SIM swap is
20 "unauthorized," because AT&T lacks sufficient knowledge to determine whether most or
21 all SIM swaps that are claimed to have occurred without authorization were in fact
22 authorized by the customer. AT&T further objects to this Request as overly broad, unduly
23 burdensome, and not proportional to the needs of this case, as well as seeking information
24 outside of AT&T's possession, custody, or control, including to the extent its overly broad
25 definition of "YOU" purports to ask AT&T about the training of personnel of authorized
26 retailers, including training by those authorized retailers. AT&T further objects to the
27 Request that it seeks materials protected by the privacy rights of third parties. AT&T further
28 objects to this Request on the ground that it seeks "All" documents and communications
from unspecified persons and/or entities without limiting them to AT&T or any particular
persons within AT&T or to documents sufficient to show a relevant fact. AT&T objects to

1 this Request to the extent it seeks information provided by AT&T to any government or
2 law enforcement entity to the extent such Request is contrary to, or not allowed by, any law
3 or policy. AT&T further objects to this Request to the extent it seeks materials protected
4 by attorney-client and/or attorney work product privileges, and/or any other applicable
5 privilege, protection, or immunity from disclosure.

6 Subject to and without waiving the foregoing General and Specific Objections,
7 AT&T will produce AT&T policies referencing SIM changes or training regarding the
8 prevention of unauthorized access to customer accounts, to the extent such documents
9 exist in AT&T's possession, custody, or control and can be located pursuant to a reasonable
10 search of appropriate custodians.

11 **11. All DOCUMENTS RELATING TO YOUR knowledge regarding SIM**
12 **SWAPS that occurred to YOUR CUSTOMERS prior to 2018.**

13 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
14 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
15 response and production of documents will therefore be limited to information from
16 January 1, 2017 to the present. AT&T further objects that the term "knowledge" is vague,
17 ambiguous, and unintelligible as to the scope of documents sought. AT&T further objects
18 to this Request on the ground that it seeks "All" documents and communications from
19 unspecified persons and/or entities without limiting them to AT&T or any particular
20 persons within AT&T or documents sufficient to show a relevant fact. AT&T further
21 objects that the Request is overly broad, unduly burdensome, and vague and ambiguous to
22 the extent it broadly seeks all documents "RELATING TO YOUR knowledge" given the
23 broad definition of RELATE and the ambiguity of the term "knowledge." AT&T further
24 objects to this Request as vague and ambiguous to the extent it incorporates a concept of
25 whether a SIM swap is "unauthorized," because AT&T lacks sufficient knowledge to
26 determine whether most or all SIM swaps that are claimed to have occurred without
27 authorization were in fact authorized by the customer. AT&T objects to this Request as
28 overly broad, unduly burdensome, and not proportional to the needs of this case to the

1 extent it seeks all documents relating to its knowledge, rather than documents sufficient to
2 identify the scope of that knowledge. AT&T objects to this Request to the extent it
3 incorporates an assumption regarding AT&T's "knowledge" without any evidentiary
4 support. AT&T further objects to the Request that it seeks materials protected by the
5 privacy rights of third parties. AT&T objects to this Request to the extent it seeks
6 information provided by AT&T to any government or law enforcement entity to the extent
7 such Request is contrary to, or not allowed by, any law or policy. AT&T further objects to
8 the Request to the extent it seeks materials protected by attorney-client and/or attorney
9 work product privileges, and/or any other applicable privilege, protection, or immunity
10 from disclosure. AT&T objects to the term "YOUR" to the extent it purports to encompass
11 any entity other than AT&T Mobility LLC.

12 Subject to and without waiving the foregoing General and Specific Objections,
13 AT&T will meet and confer with Terpin regarding whether there is an appropriate scope
14 of this Request.

15 **12. All DOCUMENTS and COMMUNICATIONS RELATING TO any**
16 **analysis performed by YOU RELATING TO the reasons and the**
17 **manner in which SIM SWAPS occur, including any internal reports**
18 **prepared by YOU.**

19 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
20 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
21 response and production of documents will therefore be limited to information from
22 January 1, 2017 to the present. AT&T further objects that the terms "analysis" and "internal
23 reports" are vague and ambiguous as to the scope of communications sought. AT&T
24 further objects to this Request on the ground that it seeks "All" documents and
25 communications from unspecified persons and/or entities without limiting them to AT&T
26 or any particular persons within AT&T or sufficient to show a relevant fact. AT&T further
27 objects that the Request is overly broad, unduly burdensome, and vague and ambiguous to
28 the extent it broadly seeks all documents "RELATING to any analysis" given the broad
definition of RELATE and the ambiguity of the term "analysis." AT&T further objects to

1 this Request as vague and ambiguous to the extent it incorporates a concept of whether a
2 SIM swap is “unauthorized,” because AT&T lacks sufficient knowledge to determine
3 whether most or all SIM swaps that are claimed to have occurred without authorization
4 were in fact authorized by the customer. AT&T further objects to the Request to the extent
5 it seeks discovery of the “reasons” that third parties decide to engage in criminal acts,
6 knowledge of which is inherently outside of AT&T’s possession, custody, and control.
7 AT&T objects to this Request to the extent it incorporates an assumption about AT&T’s
8 policies or other matters without any evidentiary support. AT&T further objects to the
9 Request that it seeks materials protected by the privacy rights of third parties. AT&T objects
10 to this Request to the extent it seeks information provided by AT&T to any government or
11 law enforcement entity to the extent such Request is contrary to, or not allowed by, any law
12 or policy. AT&T further objects to the Request to the extent it seeks materials protected by
13 attorney-client and/or attorney work product privileges, and/or any other applicable
14 privilege, protection, or immunity from disclosure. AT&T objects to the term “YOU” to
15 the extent it purports to encompass any entity other than AT&T Mobility LLC.

16 Subject to and without waiving the foregoing General and Specific Objections,
17 AT&T will produce responsive, non-privileged documents discussing unauthorized SIM
18 swaps, to the extent such documents exist in AT&T’s possession, custody, or control and
19 can be located pursuant to a reasonable search of appropriate custodians.

20 **13. All DOCUMENTS and COMMUNICATIONS RELATING TO any**
21 **analysis performed by YOU RELATING TO the reasons and the**
22 **manner in which YOUR AUTHORIZED RETAILERS respond to or**
23 **are responsible for SIM SWAPS, including any internal reports prepared**
24 **by YOU, and including any analysis RELATING TO changes to the**
manner in which YOUR AUTHORIZED RETAILERS respond to or
are responsible for SIM SWAPS.

25 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
26 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
27 response and production of documents will therefore be limited to information from
28 January 1, 2017 to the present. AT&T further objects that the terms “analysis” and “internal

reports” are vague and ambiguous as to the scope of documents sought. AT&T further objects that the phrases “the reasons and the manner in which YOUR AUTHORIZED RETAILERS respond to or are responsible for SIM SWAPS” is vague and ambiguous, including to the extent it asks for the “reasons” that retailers respond to SIM swaps or the “manner” in which they are responsible for them. AT&T further objects to this Request as vague and ambiguous to the extent it incorporates a concept of whether a SIM swap is “unauthorized,” because AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that are claimed to have occurred without authorization were in fact authorized by the customer. AT&T further objects to this Request on the ground that it seeks “All” documents and communications from unspecified persons and/or entities without limiting them to AT&T or any particular persons within AT&T or to documents sufficient to show a relevant fact. AT&T further objects that the Request is overly broad, unduly burdensome, and vague and ambiguous to the extent it broadly seeks all documents that “RELATE to any analysis” given the broad definition of RELATE and the ambiguity of the term “analysis.” AT&T further objects to the Request to the extent it seeks discovery of the “reasons” for the actions of third parties, knowledge of which is inherently outside of AT&T’s possession, custody, and control. AT&T further objects to the Request that it seeks materials protected by the privacy rights of third parties. AT&T objects to this Request to the extent it seeks information provided by AT&T to any government or law enforcement entity to the extent such Request is contrary to, or not allowed by, any law or policy. AT&T further objects to the Request to the extent it seeks materials protected by attorney-client and/or attorney work product privileges, and/or any other applicable privilege, protection, or immunity from disclosure. AT&T objects to the terms “YOU” and “YOUR” to the extent they purport to encompass any entity other than AT&T Mobility LLC.

Subject to and without waiving the foregoing General and Specific Objections, AT&T will produce responsive, non-privileged documents discussing unauthorized SIM SWAPS and AT&T’s policies regarding when authorized retailers may perform SIM swaps,

1 to the extent such documents exist in AT&T's possession, custody, or control and can be
2 located pursuant to a reasonable search of appropriate custodians.

3 **14. All DOCUMENTS and COMMUNICATIONS RELATING TO**
4 **claims that YOU have made against any AUTHORIZED RETAILER,**
5 **including SPRING MOBILE or PRIME COMMUNICATIONS,**
6 **RELATING TO any SIM SWAP, including any COMMUNICATIONS**
7 **RELATING TO any reprimand of SPRING MOBILE or PRIME**
8 **COMMUNICATIONS and any DOCUMENTS RELATING TO any**
9 **payment by SPRING MOBILE or PRIME COMMUNICATIONS to**
10 **ANY CUSTOMER RELATING TO any SIM SWAP.**

11 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
12 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
13 response and production of documents will therefore be limited to information from
14 January 1, 2017 to the present. AT&T objects to this Request as overly broad, unduly
15 burdensome, and not proportional to the needs of this case to the extent it seeks
16 information not relevant to the incidents at issue, including data about activities involving
17 individuals that are unrelated to Terpin. AT&T further objects to this Request as vague and
18 ambiguous to the extent it incorporates a concept of whether a SIM swap is "unauthorized,"
19 because AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that
20 are claimed to have occurred without authorization were in fact authorized by the customer.
21 This Request would encompass materials that relate solely to other AT&T customers,
22 contain the protected CPNI of other AT&T customers, and concern incidents or
23 occurrences that involve entirely different facts and circumstances than any SIM swap at
24 issue in this case. Such documents have no relevance to or bearing upon the claims or
25 defenses in this case. Moreover, documents pertaining to other customers may contain
26 information that is protected against disclosure by applicable federal and state law and
27 authorities, including by not limited to the Federal Communications Act, 47 U.S.C. § 222,
28 the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic Communications
Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T objects to this request to the extent it
relies on assumptions unsupported by any evidence. AT&T further objects to this Request

1 to the extent it asks AT&T to provide information not within its possession, custody, or
2 control, such as “reprimand of” or “any payment by” Spring Mobile or Prime
3 Communications. AT&T objects to the term “reprimand” as vague and ambiguous. AT&T
4 further objects that the request seeks documents protected by attorney-client and/or
5 attorney work product privileges and/or any other applicable privilege, protection, or
6 immunity from disclosure. AT&T objects to this Request to the extent it seeks information
7 provided by AT&T to any government or law enforcement entity to the extent such Request
8 is contrary to, or not allowed by, any law or policy. AT&T objects to this Request to the
9 extent it incorporates an assumption about AT&T’s policies or other matters without any
10 evidentiary support. AT&T objects to the term “YOU” to the extent it purports to
11 encompass any entity other than AT&T Mobility LLC. AT&T objects to the term “claims”
12 as vague and ambiguous because it is not clear whether it seeks lawsuits, arbitration
13 demands, or some more amorphous and informal term of “claim.”

14 Subject to and without waiving the foregoing General and Specific Objections,
15 AT&T will meet and confer with Terpin regarding whether there is an appropriate scope
16 of this Request.

17 **15. All DOCUMENTS RELATING TO payments or bribes received by**
18 **any of YOUR or YOUR AUTHORIZED RETAILERS’ employees,**
19 **contractors or other personnel to participate in an unauthorized SIM**
SWAP.

20 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
21 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
22 response and production of documents will therefore be limited to information from
23 January 1, 2017 to the present. AT&T further objects that the phrase “unauthorized SIM
24 swaps” is vague and ambiguous as to whose authorization is at issue or what constitutes
25 authorization. AT&T will construe this phrase to mean SIM swaps that were performed in
26 connection with the telephone numbers of AT&T customers without being authorized by
27 those customers. AT&T further objects that the terms “payments” and “bribes” are vague
28 and ambiguous as to the scope of communications sought. AT&T further objects to this

1 Request as vague and ambiguous to the extent it incorporates a concept of whether a SIM
2 swap is “unauthorized,” because AT&T lacks sufficient knowledge to determine whether
3 most or all SIM swaps that are claimed to have occurred without authorization were in fact
4 authorized by the customer. AT&T further objects to this Request as overly broad, unduly
5 burdensome, and not proportional to the needs of this case to the extent that it seeks “All”
6 documents rather than documents sufficient to show a relevant fact. AT&T further objects
7 that the Request is overly broad, unduly burdensome, and vague and ambiguous to the
8 extent it broadly seeks all documents that “RELATING TO payments or bribes” given the
9 broad definition of RELATE and the ambiguity of the terms “payments” and “bribes.”
10 AT&T objects to this Request as overly broad, unduly burdensome, and not proportional
11 to the needs of this case to the extent it seeks information not relevant to the incidents at
12 issue, including data about activities involving individuals that are unrelated to Terpin. This
13 Request would encompass materials that relate solely to other AT&T customers, contain
14 the protected CPNI of other AT&T customers, and concern incidents or occurrences that
15 involve entirely different facts and circumstances than any SIM swap at issue in this case.
16 Such documents have no relevance to or bearing upon the claims or defenses in this case.
17 Moreover, documents pertaining to other customers may contain information that is
18 protected against disclosure by applicable federal and state law and authorities, including by
19 not limited to the Federal Communications Act, 47 U.S.C. § 222, the Stored
20 Communications Act, 18 U.S.C. § 2707, and the Electronic Communications Privacy Act
21 of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further objects to this Request to the extent it asks
22 AT&T to provide information not within its possession, custody, or control, such as
23 “payments or bribes received by any . . . YOUR AUTHORIZED RETAILERS’ employees,
24 contractors or other personnel.” AT&T further objects that the request seeks documents
25 protected by attorney-client and/or attorney work product privileges and/or any other
26 applicable privilege, protection, or immunity from disclosure. AT&T objects to this Request
27 to the extent it seeks information provided by AT&T to any government or law
28 enforcement entity to the extent such Request is contrary to, or not allowed by, any law or

1 policy. AT&T objects to this Request to the extent it incorporates an assumption about
2 AT&T's policies or other matters without any evidentiary support. AT&T objects to the
3 term "YOU" to the extent it purports to encompass any entity other than AT&T Mobility
4 LLC.

5 Subject to and without waiving the foregoing General and Specific Objections,
6 AT&T will produce non-privileged documents pertaining to the SIM swaps on Mr.
7 Terpin's account, to the extent such documents exist within AT&T's possession, custody,
8 or control and can be located by a reasonable search of appropriate custodians.

9 **16. All DOCUMENTS RELATING TO Jarratt White and Robert Jack,**
10 **including any reports prepared regarding their work for YOUR**
11 **AUTHORIZED RETAILER. (See Exh. F to SAC, United States v.**
12 **White.)**

13 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
14 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
15 response and production of documents will therefore be limited to information from
16 January 1, 2017 to the present. AT&T further objects to this request as overly broad, unduly
17 burdensome, not proportional to the needs of this case, and not seeking relevant
18 information on the basis that Jack or White did not perform (and are not alleged to have
19 performed) any SIM swaps on Mr. Terpin's account. AT&T further objects that the term
20 "reports" is vague and ambiguous as to the scope of communications sought. AT&T
21 further objects to this Request as overly broad, unduly burdensome, and not proportional
22 to the needs of this case on the ground that it seeks "All" documents rather than documents
23 sufficient to show a relevant fact. AT&T objects to this Request as overly broad, unduly
24 burdensome, and not proportional to the needs of this case to the extent it seeks
25 information not relevant to the incidents at issue, including data about activities involving
26 individuals that are unrelated to Terpin. This Request would encompass materials that relate
27 solely to other AT&T customers, contain the protected CPNI of other AT&T customers,
28 and concern incidents or occurrences that involve entirely different facts and circumstances
than any SIM swap at issue in this case. Such documents have no relevance to or bearing

1 upon the claims or defenses in this case. Moreover, documents pertaining to other
2 customers may contain information that is protected against disclosure by applicable federal
3 and state law and authorities, including by not limited to the Federal Communications Act,
4 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic
5 Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T objects to this request
6 to the extent it relies on assumptions unsupported by any evidence and contrary to known
7 facts. AT&T further objects to this Request to the extent it asks AT&T to provide
8 information not within its possession, custody, or control, such as “reports prepared
9 regarding their work for YOUR AUTHORIZED RETAILER.” AT&T further objects that
10 the request seeks documents protected by attorney-client and/or attorney work product
11 privileges and/or any other applicable privilege, protection, or immunity from disclosure.
12 AT&T objects to this Request to the extent it seeks information provided by AT&T to any
13 government or law enforcement entity to the extent such Request is contrary to, or not
14 allowed by, any law or policy. AT&T objects to this Request to the extent it incorporates
15 an assumption about AT&T’s policies or other matters without any evidentiary support.
16 AT&T objects to the term “YOUR” to the extent it purports to encompass any entity other
17 than AT&T Mobility LLC.

18 Based on the foregoing General and Specific Objections, AT&T will not produce
19 documents responsive to this Request.

20 **17. All DOCUMENTS RELATING TO any discipline imposed on YOUR**
21 **contractors or employees or the contractors or employees of YOUR**
22 **AUTHORIZED RETAILER who participated in a SIM SWAP.**

23 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
24 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
25 response and production of documents will therefore be limited to information from
26 January 1, 2017 to the present. AT&T further objects that the term “participated” is vague
27 and ambiguous as to the scope of communications sought. AT&T further objects to this
28 Request on the ground that it seeks “All” documents and communications from unspecified
persons and/or entities without limiting them to AT&T or any particular persons within

1 AT&T. AT&T further objects to this Request as vague and ambiguous to the extent it
2 incorporates a concept of whether a SIM swap is “unauthorized,” because AT&T lacks
3 sufficient knowledge to determine whether most or all SIM swaps that are claimed to have
4 occurred without authorization were in fact authorized by the customer. AT&T objects to
5 this Request as overly broad, unduly burdensome, and not proportional to the needs of this
6 case to the extent it seeks information not relevant to the incidents at issue, including data
7 about activities involving individuals that are unrelated to Terpin. This Request would
8 encompass materials that relate solely to other AT&T customers, contain the protected
9 CPNI of other AT&T customers, and concern incidents or occurrences that involve entirely
10 different facts and circumstances than any SIM swap at issue in this case. Such documents
11 have no relevance to or bearing upon the claims or defenses in this case. Moreover,
12 documents pertaining to other customers may contain information that is protected against
13 disclosure by applicable federal and state law and authorities, including by not limited to the
14 Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C.
15 § 2707, and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.*
16 AT&T objects to this request to the extent it relies on assumptions unsupported by any
17 evidence. AT&T further objects to this Request to the extent it asks AT&T to provide
18 information not within its possession, custody, or control, such as “any discipline imposed
19 on . . . the contractors or employees of YOUR AUTHORIZED RETAILER.” AT&T
20 further objects that the request seeks documents protected by attorney-client and/or
21 attorney work product privileges and/or any other applicable privilege, protection, or
22 immunity from disclosure. AT&T objects to this Request to the extent it seeks information
23 provided by AT&T to any government or law enforcement entity to the extent such Request
24 is contrary to, or not allowed by, any law or policy. AT&T objects to this Request to the
25 extent it incorporates an assumption about AT&T’s policies or other matters without any
26 evidentiary support. AT&T objects to the term “YOUR” to the extent it purports to
27 encompass any entity other than AT&T Mobility LLC.

28

1 Subject to and without waiving the foregoing General and Specific Objections,
2 AT&T states that its reasonable investigation has not revealed any non-privileged
3 documents responsive to this Request.

4 **18. All DOCUMENTS RELATING TO any COMMUNICATION to or**
5 **from Bill O'Hern, David S. Huntley, Johannes Jaskolski, Ed Gillespie,**
6 **Scott Mair, Rasesh Patel, David Christopher or Robert Arno**
7 **RELATING TO SIM SWAPS.**

8 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
9 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
10 response and production of documents will therefore be limited to information from
11 January 1, 2017 to the present. AT&T further objects that this Request purports to direct
12 AT&T to search the files of a list of high-level AT&T executives, even though most or all
13 of those executives would not be appropriate custodians for this case. AT&T will conduct
14 a reasonable search of appropriate custodians that would be expected to have reasonable,
15 non-duplicative documents pertaining to the issues in this case. AT&T further objects that
16 the Request is overly broad, unduly burdensome, and vague and ambiguous to the extent it
17 broadly seeks all documents "RELATING TO" any COMMUNICATION that, in turn
18 "RELAT[ES] TO" SIM swaps given the broad definition of RELATING TO. AT&T
19 further objects to this Request as vague and ambiguous to the extent it incorporates a
20 concept of whether a SIM swap is "unauthorized," because AT&T lacks sufficient
21 knowledge to determine whether most or all SIM swaps that are claimed to have occurred
22 without authorization were in fact authorized by the customer. AT&T further objects to
23 the Request to the extent it seeks materials protected by the privacy rights of third parties.
24 AT&T further objects to this Request as overly broad, unduly burdensome, and not
25 proportional to the needs of this case to the extent it seeks information not relevant to the
26 incidents at issue, including unrelated communications with customers that are not
27 associated with Terpin. This Request would encompass materials that relate solely to other
28 AT&T customers, contain the protected CPNI of other AT&T customers, and may
concern incidents or occurrences that involve entirely different facts and circumstances

1 than any SIM swap at issue in this case. Such documents have no relevance to or bearing
2 upon the claims or defenses in this case. Moreover, documents pertaining to other
3 customers may contain information that is protected against disclosure by applicable federal
4 and state law and authorities, including by not limited to the Federal Communications Act,
5 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic
6 Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 et seq. AT&T objects to this
7 Request to the extent it seeks information provided by AT&T to any government or law
8 enforcement entity to the extent such Request is contrary to, or not allowed by, any law or
9 policy. AT&T further objects to the Request to the extent it seeks materials protected by
10 attorney-client and/or attorney work product privileges, and/or any other applicable
11 privilege, protection, or immunity from disclosure.

12 Subject to and without waiving the foregoing General and Specific Objections,
13 AT&T will produce responsive, non-privileged documents discussing unauthorized SIM
14 SWAPS, to the extent such documents exist in AT&T's possession and can be located
15 pursuant to a reasonable search of appropriate custodians.

16 **19. All DOCUMENTS that constitute any video presentations or interviews**
17 **by any of YOUR officers, managers, directors or employees**
18 **RELATING TO SIM SWAPS, including any presentations made by**
Johannes Jaskolski.

19 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
20 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
21 response and production of documents will therefore be limited to information from
22 January 1, 2017 to the present. AT&T further objects to this Request as vague and
23 ambiguous to the extent it incorporates a concept of whether a SIM swap is "unauthorized,"
24 because AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that
25 are claimed to have occurred without authorization were in fact authorized by the customer.
26 AT&T also objects that the Request is overly broad, unduly burdensome, and not
27 proportional to the needs of this case to the extent it seeks information not relevant to the
28 incidents at issue. For example, this Request would encompass materials that relate solely

1 to other AT&T customers, contain the protected CPNI of other AT&T customers, and
2 concern incidents or occurrences that involve entirely different facts and circumstances
3 than any SIM swap at issue in this case. Such materials have no relevance to or bearing upon
4 the claims or defenses in this case. Moreover, materials pertaining to other customers may
5 contain information that is protected against disclosure by applicable federal and state law
6 and authorities, including by not limited to the Federal Communications Act, 47 U.S.C. §
7 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic
8 Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further objects that
9 the Request seeks materials protected by the privacy right of third party customers. AT&T
10 further objects that the Request seeks documents protected by attorney-client and/or
11 attorney work product privileges and/or any other applicable privilege, protection, or
12 immunity from disclosure. AT&T objects to the term “YOUR” to the extent it purports to
13 encompass any entity other than AT&T Mobility LLC. AT&T further objects to this
14 Request as unduly burdensome to the extent it seeks to compel AT&T to search for and
15 locate information that is already available to Terpin publicly.

16 Subject to and without waiving its General and Specific Objections, AT&T states
17 that, based upon a reasonable search, no responsive documents exist.

18 **20. All DOCUMENTS RELATING TO any reports from YOUR senior**
19 **management including YOUR Chief Security Officer, Chief Privacy**
20 **Officer, or Chief Compliance Officer to the AT&T, Inc. Board of**
21 **Directors or any committee of the AT&T, Inc. Board of Directors,**
22 **including the Audit Committee, RELATING TO SIM SWAPS or**
security measures to prevent SIM SWAPS.

23 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
24 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
25 response and production of documents will therefore be limited to information from
26 January 1, 2017 to the present. AT&T further objects that the terms “reports” and
27 “measures” are vague, ambiguous, and unintelligible as to the scope of documents sought.
28 AT&T further objects that the Request is overly broad, unduly burdensome, and vague and

1 ambiguous to the extent it broadly seeks all documents “RELATING TO any reports”
2 given the broad definition of RELATE and the ambiguity of the terms “measures” and
3 “reports.” AT&T further objects to this Request as vague and ambiguous to the extent it
4 incorporates a concept of whether a SIM swap is “unauthorized,” because AT&T lacks
5 sufficient knowledge to determine whether most or all SIM swaps that are claimed to have
6 occurred without authorization were in fact authorized by the customer. AT&T objects to
7 this Request as overly broad, unduly burdensome, and not proportional to the needs of this
8 case to the extent it seeks all documents relating to the requested reports, rather than the
9 reports themselves. AT&T further objects to the Request that it seeks materials protected
10 by the privacy rights of third parties. AT&T objects to this Request to the extent it seeks
11 information provided by AT&T to any government or law enforcement entity to the extent
12 such Request is contrary to, or not allowed by, any law or policy. AT&T further objects to
13 the Request to the extent it seeks materials protected by attorney-client and/or attorney
14 work product privileges, and/or any other applicable privilege, protection, or immunity
15 from disclosure. AT&T objects to the term “YOUR” to the extent it purports to encompass
16 any entity other than AT&T Mobility LLC.

17 Subject to and without waiving the foregoing General and Specific Objections,
18 AT&T states that its investigation has not located any documents provided to the
19 committee of the AT&T Inc. Board of Directors discussing unauthorized SIM swaps.

20 **21. All minutes of YOUR Board of Directors or any committee thereof**
21 **RELATING TO SIM SWAPS.**

22 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
23 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
24 response and production of documents will therefore be limited to information from
25 January 1, 2017 to the present. AT&T further objects to the term “committee” as vague
26 and ambiguous; AT&T will construe the Request to seek minutes of meetings of
27 committees of the Board of Directors. AT&T objects that the Request is overly broad,
28 unduly burdensome, and vague and ambiguous to the extent it broadly seeks all documents

1 “RELATING TO” unauthorized SIM swaps given the broad definition of RELATING
2 TO. AT&T further objects to this Request as vague and ambiguous to the extent it
3 incorporates a concept of whether a SIM swap is “unauthorized,” because AT&T lacks
4 sufficient knowledge to determine whether most or all SIM swaps that are claimed to have
5 occurred without authorization were in fact authorized by the customer. AT&T also objects
6 that the Request is overly broad, unduly burdensome, and not proportional to the needs of
7 this case to the extent it seeks information not relevant to the incidents at issue. For
8 example, this Request would encompass materials that relate solely to other AT&T
9 customers, contain the protected CPNI of other AT&T customers, and concern incidents
10 or occurrences that involve entirely different facts and circumstances than any SIM swap at
11 issue in this case. Such documents have no relevance to or bearing upon the claims or
12 defenses in this case. Moreover, documents pertaining to other customers may contain
13 information that is protected against disclosure by applicable federal and state law and
14 authorities, including by not limited to the Federal Communications Act, 47 U.S.C. § 222,
15 the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic Communications
16 Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further objects that the Request seeks
17 materials protected by the privacy rights of third party customers. AT&T further objects
18 that the Request seeks documents protected by attorney-client and/or attorney work
19 product privileges and/or any other applicable privilege, protection, or immunity from
20 disclosure. AT&T objects to the term “YOUR” to the extent it purports to encompass any
21 entity other than AT&T Mobility LLC.

22 Subject to and without waiving the foregoing General and Specific Objections,
23 AT&T states that its investigation has not located any non-privileged, responsive
24 documents that discuss unauthorized SIM swaps.

22. **All DOCUMENTS RELATING TO any COMMUNICATIONS from YOU to YOUR AUTHORIZED RETAILERS RELATING TO SIM SWAPS.**

RESPONSE: AT&T objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it is unlimited as to time. AT&T's response and production of documents will therefore be limited to information from January 1, 2017 to the present. AT&T objects that this request is overly broad, unduly burdensome, and seeks information not relevant to the incidents at issue, to the extent it requests all communications between AT&T and Spring Mobile or Prime Communications that talk about unauthorized SIM swaps at all, even if they have nothing to do with Terpin. AT&T further objects to this Request as vague and ambiguous to the extent it incorporates a concept of whether a SIM swap is "unauthorized," because AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that are claimed to have occurred without authorization were in fact authorized by the customer. AT&T also objects to this Request to the extent it seeks communications relating to other AT&T customers, containing the protected CPNI of other AT&T customers, and concerning incidents or occurrences that have no relevance to or bearing upon the claims or defenses in this case. AT&T further objects that such information of third parties is protected against disclosure by applicable federal and state law and authorities, including by not limited to the Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 et seq. AT&T further objects that the request seeks materials protected by the privacy right of third party customers. AT&T further objects that the request seeks the production of information or material that constitutes confidential, proprietary and/or trade secret information. AT&T further objects to the Request to the extent it seeks materials protected by attorney-client and/or attorney work product privileges, and/or any other applicable privilege, protection, or immunity from disclosure. AT&T objects to the term "YOU" or "YOUR" to the extent they purport to encompass any entity other than AT&T Mobility LLC.

1 Subject to and without waiving the foregoing General and Specific Objections,
2 AT&T will produce its service agreement with Spring Mobile and Prime Communications,
3 subject to any obligations of confidentiality or non-disclosure.

4 **23. All DOCUMENTS RELATING TO any COMMUNICATIONS from**
5 **YOU to the FBI, the REACT task force or any law enforcement agency**
6 **or bureau RELATING TO SIM SWAPS.**

7 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
8 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
9 response and production of documents will therefore be limited to information from
10 January 1, 2017 to the present. AT&T further objects to this Request as vague and
11 ambiguous to the extent it incorporates a concept of whether a SIM swap is "unauthorized,"
12 because AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that
13 are claimed to have occurred without authorization were in fact authorized by the customer.
14 AT&T further objects to this Request as overly broad, unduly burdensome, and not
15 proportional to the needs of this case to the extent it seeks information not relevant to the
16 incidents at issue that are not associated with Terpin. This Request would encompass
17 materials that relate solely to other AT&T customers, contain the protected CPNI of other
18 AT&T customers, and concern incidents or occurrences that involve entirely different facts
19 and circumstances than any SIM swap at issue in this case. Such documents have no
20 relevance to or bearing upon the claims or defenses in this case. Moreover, documents
21 pertaining to other customers may contain information that is protected against disclosure
22 by applicable federal and state law and authorities, including by not limited to the Federal
23 Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707,
24 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T
25 objects to this Request to the extent it seeks information provided by AT&T to any
26 government or law enforcement entity to the extent such Request is contrary to, or not
27 allowed by, any law or policy. AT&T objects to this Request to the extent it incorporates
28 assumptions about AT&T's policies or other matters without any evidentiary support.
AT&T further objects to the Request to the extent it seeks materials protected by attorney-

1 client and/or attorney work product privileges, and/or any other applicable privilege,
2 protection, or immunity from disclosure. AT&T objects to the term “YOU” to the extent
3 it purports to encompass any entity other than AT&T Mobility LLC.

4 Subject to and without waiving the foregoing General and Specific Objections,
5 AT&T will produce documents provided to or received from any law enforcement agency
6 discussing the alleged SIM swaps experienced by Terpin, to the extent such documents exist
7 within AT&T’s possession, custody, or control, can be located by a reasonable search of
8 appropriate custodians, and may be disclosed consistent with applicable government or law
9 enforcement laws, policies, or orders.

10 **24. All DOCUMENTS RELATING TO any subpoena to YOU from any**
11 **law enforcement agency, including the FBI, the REACT task force or**
12 **any other law enforcement agency, RELATING TO SIM SWAPS.**

13 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
14 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
15 response and production of documents will therefore be limited to information from
16 January 1, 2017 to the present. AT&T further objects to this Request as vague and
17 ambiguous to the extent it incorporates a concept of whether a SIM swap is “unauthorized,”
18 because AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that
19 are claimed to have occurred without authorization were in fact authorized by the customer.
20 AT&T further objects to this Request as overly broad, unduly burdensome, and not
21 proportional to the needs of this case to the extent it seeks information not relevant to the
22 incidents at issue that are not associated with Terpin. This Request would encompass
23 materials that relate solely to other AT&T customers, contain the protected CPNI of other
24 AT&T customers, and concern incidents or occurrences that involve entirely different facts
25 and circumstances than any SIM swap at issue in this case. Such documents have no
26 relevance to or bearing upon the claims or defenses in this case. Moreover, documents
27 pertaining to other customers may contain information that is protected against disclosure
28 by applicable federal and state law and authorities, including by not limited to the Federal
Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707,

1 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T
2 objects to this Request to the extent it seeks information provided by AT&T to any
3 government or law enforcement entity to the extent such Request is contrary to, or not
4 allowed by, any law or policy. AT&T objects to this Request to the extent it incorporates
5 assumptions about AT&T's policies or other matters without any evidentiary support.
6 AT&T further objects to the Request to the extent it seeks materials protected by attorney-
7 client and/or attorney work product privileges, and/or any other applicable privilege,
8 protection, or immunity from disclosure. AT&T objects to the term "YOU" to the extent
9 it purports to encompass any entity other than AT&T Mobility LLC.

10 Subject to and without waiving the foregoing General and Specific Objections,
11 AT&T will produce documents provided to or received from REACT or any other law
12 enforcement agency discussing the alleged SIM swaps experienced by Terpin, to the extent
13 such documents exist within AT&T's possession, custody, or control, can be located by a
14 reasonable search of appropriate custodians, and are not prohibited by disclosure under any
15 government or law enforcement law or policy.

16 **25. All DOCUMENTS RELATING TO any COMMUNICATIONS from**
17 **YOU to any cryptocurrency exchange RELATING TO SIM SWAPS.**

18 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
19 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
20 response and production of documents will therefore be limited to information from
21 January 1, 2017 to the present. AT&T objects that the Request is overly broad, unduly
22 burdensome, and vague and ambiguous to the extent it broadly seeks all documents
23 "RELATING TO any COMMUNICATIONS" rather than documents sufficient to show
24 a relevant fact. AT&T further objects to this Request as vague and ambiguous to the extent
25 it incorporates a concept of whether a SIM swap is "unauthorized," because AT&T lacks
26 sufficient knowledge to determine whether most or all SIM swaps that are claimed to have
27 occurred without authorization were in fact authorized by the customer. AT&T further
28 objects to this Request as overly broad, unduly burdensome, and not proportional to the

1 needs of this case to the extent it seeks information not relevant to the incidents at issue
2 that are not associated with Terpin. This Request would encompass materials that relate
3 solely to other AT&T customers, contain the protected CPNI of other AT&T customers,
4 and concern incidents or occurrences that involve entirely different facts and circumstances
5 than any SIM swap at issue in this case. Such documents have no relevance to or bearing
6 upon the claims or defenses in this case. Moreover, documents pertaining to other
7 customers may contain information that is protected against disclosure by applicable federal
8 and state law and authorities, including by not limited to the Federal Communications Act,
9 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic
10 Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T objects to this
11 Request to the extent it seeks information provided by AT&T to any government or law
12 enforcement entity to the extent such Request is contrary to, or not allowed by, any law or
13 policy. AT&T objects to this Request to the extent it incorporates assumptions about
14 AT&T's policies or other matters without any evidentiary support. AT&T further objects
15 to the Request to the extent it seeks materials protected by attorney-client and/or attorney
16 work product privileges, and/or any other applicable privilege, protection, or immunity
17 from disclosure. AT&T objects to the term "YOU" to the extent it purports to encompass
18 any entity other than AT&T Mobility LLC.

19 Subject to and without waiving the foregoing General and Specific Objections,
20 AT&T will produce communications between it and any cryptocurrency exchange
21 discussing the alleged SIM swaps experienced by Terpin, to the extent such documents exist
22 within AT&T's possession, custody, or control and can be located by a reasonable search
23 of appropriate custodians.

24 **26. All DOCUMENTS RELATING TO any COMMUNICATION**
25 **between YOU and the FCC RELATING TO any SIM SWAP or CPNI**
26 **RELATING TO any SIM SWAP, including any reports made to the**
27 **FCC regarding CPNI as defined in the PRETEXTING ORDER or**
28 **pursuant to the CONSENT DECREE from 2015 to the present.**

RESPONSE: AT&T objects to this Request as overly broad, unduly burdensome,

1 and not proportional to the needs of this case as to time period. AT&T's response and
2 production of documents will therefore be limited to information from January 1, 2017 to
3 the present. AT&T objects that the Request is overly broad, unduly burdensome, and vague
4 and ambiguous to the extent it broadly seeks all documents "RELATING TO" the subject
5 communications about SIM swaps, given the broad definition of RELATING TO. AT&T
6 further objects to this Request as vague and ambiguous to the extent it incorporates a
7 concept of whether a SIM swap is "unauthorized," because AT&T lacks sufficient
8 knowledge to determine whether most or all SIM swaps that are claimed to have occurred
9 without authorization were in fact authorized by the customer. AT&T further objects to
10 this Request on the ground that it seeks "All" documents and communications from
11 unspecified persons and/or entities without limiting them to AT&T or any particular
12 persons within AT&T. AT&T also objects that the Request is overly broad, unduly
13 burdensome, and not proportional to the needs of this case to the extent it seeks
14 information not relevant to the incidents at issue. For example, this Request would
15 encompass materials that relate solely to other AT&T customers, contain the protected
16 CPNI of other AT&T customers, and concern incidents or occurrences that involve entirely
17 different facts and circumstances than any SIM swap at issue in this case. Such documents
18 have no relevance to or bearing upon the claims or defenses in this case. AT&T further
19 objects that this Request is overly broad, unduly burdensome, and not proportional to the
20 needs of this case to the extent it seeks reports made to the FCC pursuant to the defined
21 "PRETEXTING ORDER" or pursuant to the "CONSENT DECREE." The
22 PRETEXTING ORDER and the CONSENT DECREE do not address reporting of SIM
23 SWAPS specifically. Moreover, documents pertaining to other customers may contain
24 information that is protected against disclosure by applicable federal and state law and
25 authorities, including by not limited to the Federal Communications Act, 47 U.S.C. § 222,
26 the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic Communications
27 Privacy Act of 1986, 18 U.S.C. §§ 2510 et seq. AT&T further objects that the Request seeks
28 materials protected by the privacy rights of third party customers. AT&T further objects to

1 the Request to the extent it seeks materials protected by attorney-client and/or attorney
2 work product privileges, and/or any other applicable privilege, protection, or immunity
3 from disclosure. AT&T objects to this Request to the extent it seeks information provided
4 by AT&T to any government or law enforcement entity to the extent such Request is
5 contrary to, or not allowed by, any law or policy. AT&T objects to the term “YOU” to the
6 extent it purports to encompass any entity other than AT&T Mobility LLC.

7 Subject to and without waiving the foregoing General and Specific Objections,
8 AT&T will produce communications between it and FCC relating to the SIM swaps
9 experienced by Terpin, to the extent such documents exist within AT&T’s possession,
10 custody, or control and can be located by a reasonable search of appropriate custodians.

11 **27. All DOCUMENTS RELATING TO training of YOUR employees or**
12 **the employees of an AUTHORIZED RETAILER RELATING TO**
13 **compliance with the CONSENT DECREE.**

14 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
15 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
16 response and production of documents will therefore be limited to information from
17 January 1, 2017 to the present. AT&T also objects that the Request is overly broad, unduly
18 burdensome, and not proportional to the needs of this case to the extent it seeks
19 information not relevant to the incidents at issue to the extent it seeks documents related
20 to the “CONSENT DECREE.” The CONSENT DECREE does not address the issue of
21 SIM SWAPS specifically. AT&T objects to this Request to the extent it seeks documents
22 outside of its possession, custody, or control, including documents relating to training
23 performed for the employees of third-party retailers. AT&T further objects to the Request
24 that it seeks materials protected by the privacy rights of third parties. AT&T further objects
25 to this Request as overly broad, unduly burdensome, and not proportional to the needs of
26 this case on the ground that it seeks “All” documents and communications from
27 unspecified persons and/or entities rather than documents sufficient to show the identified
28 training. AT&T further objects to the Request to the extent it seeks materials protected by
attorney-client and/or attorney work product privileges, and/or any other applicable

1 privilege, protection, or immunity from disclosure. AT&T objects to the term “YOUR” to
2 the extent it purports to encompass any entity other than AT&T Mobility LLC.

3 Subject to and without waiving the foregoing General and Specific Objections,
4 AT&T will produce responsive, non-privileged AT&T policies referencing SIM changes or
5 training regarding the prevention of unauthorized access to customer accounts, to the
6 extent such documents exist in AT&T’s possession and can be located pursuant to a
7 reasonable search of appropriate custodians.

8 **28. All DOCUMENTS that constitute pleadings, discovery responses, or**
9 **deposition transcripts for any SIM SWAP CASE involving**
10 **CRYPTOCURRENCY.**

11 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
12 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
13 response and production of documents will therefore be limited to information from
14 January 1, 2017 to the present. AT&T objects to this Request to the extent it seeks
15 information outside of AT&T’s possession, custody, or control. As drafted this Request is
16 not limited to litigation concerning any particular parties. AT&T will interpret this Request
17 to be limited to cases to which AT&T Mobility LLC is a party. AT&T further objects to
18 Terpin’s attempt through this Request to incorporate all discovery and pleadings from any
19 other case anywhere in the world into the record of this case. This case should be litigated
20 on the facts relevant to the issues in this case, not by compiling the entire litigation or
21 arbitration records of *other* cases involving *other* customers and *other* facts. AT&T objects to
22 this Request to the extent it seeks information regarding the claims and activities of other
23 AT&T customers, containing the protected CPNI of other AT&T customers, and/or
24 concerning incidents or occurrences that have no relevance to or bearing upon the claims
25 or defenses in this case. Because Terpin has alleged that AT&T violated its duties to him
26 and his claims will rise or fall based on the evidence concerning his own interactions with
27 AT&T, information regarding SIM swaps experienced by other customers is not relevant
28 to any issue in this case, is not proportional to the needs of the case, and the burden of
identifying, collecting, and producing such information would far outweigh any likely

1 benefit of the disclosure of such information in this matter. AT&T further objects to the
2 extent that the requested information is protected against disclosure by applicable federal
3 and state law and authorities, including by not limited to the Federal Communications Act,
4 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic
5 Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 et seq. AT&T further objects that
6 the Request seeks materials protected by the privacy right of third party customers. AT&T
7 further objects to the Request to the extent it seeks materials protected by attorney-client
8 and/or attorney work product privileges, and/or any other applicable privilege, protection,
9 or immunity from disclosure. AT&T further objects to this Request on the ground and to
10 the extent that it seeks information that is already in Terpin's possession and/or available
11 in the public domain. AT&T objects to this Request to the extent it seeks information
12 provided by AT&T to any government or law enforcement entity to the extent such Request
13 is contrary to, or not allowed by, any law or policy.

14 Subject to and without waiving the foregoing General and Specific Objections,
15 AT&T states that it is currently aware of the following lawsuits of public record that have
16 involved allegations of unauthorized SIM changes by plaintiffs alleging they are customers
17 of AT&T and that they suffered losses of funds in cryptocurrency accounts:

- 18 • *Drzal v. Spring Communications Holding, LLC et al.*, No. D-1-GN-19007003 (Travis
19 Co. Ct., Texas)
- 20 • *Ross v. AT&T Mobility LLC*, No. 3:19-cv-6669 (N.D. Cal.)
- 21 • *Sutton v. AT&T Corporation*, No. 2020-CV-46788 (Coffee Co. Ct., Tennessee)
- 22 • *Shapiro v. AT&T Mobility LLC*, No. 2:19-cv-8972 (C.D. Cal.)
- 23 • *Williams v. AT&T Mobility LLC*, No. 5:19-cv-0475 (E.D.N.C.)
- 24 • *Chen v. AT and T Mobility LLC et al.*, 2:20-cv-07897 (C.D. Cal.)
- 25 • *Keele v. AT&T Inc., AT&T Mobility LLC*, No. 2SC-21-0148 (Williamson Co.
26 Justice Court, Texas)
- 27 • *Turso v. Prime Communications, Inc., AT&T Wireless Servs.*, No. 1:21-cv-10557-PBS
28 (D. Mass.)

- 1 • *Levin v. AT&T Mobility LLC*, No. 1:21-cv-02641 (N.D. Ill.)
- 2 • *Hudson v. AT&T Mobility LLC* (S.C. Court of Common Pleas)

3 **29. All DOCUMENTS RELATING TO any civil or criminal complaint**
4 **against any of YOUR employees or the employees of an**
5 **AUTHORIZED RETAILER RELATING TO SIM SWAPS.**

6 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
7 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
8 response and production of documents will therefore be limited to information from
9 January 1, 2017 to the present. AT&T further objects to this Request as vague and
10 ambiguous to the extent it incorporates a concept of whether a SIM swap is "unauthorized,"
11 because AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that
12 are claimed to have occurred without authorization were in fact authorized by the customer.
13 AT&T objects to this Request to the extent it seeks information outside of AT&T's
14 possession, custody, or control. As drafted this Request is not limited to litigation
15 concerning any particular parties. AT&T will interpret this Request to be limited to cases to
16 which AT&T Mobility, LLC is a party. AT&T further objects to Terpin's attempt through
17 this Request to incorporate the allegations from every other case about SIM swaps
18 anywhere in the world into the record of this case. This case should be litigated on the facts
19 relevant to the issues in this case, not by compiling the entire litigation or arbitration records
20 of *other* cases involving *other* customers and *other* facts. AT&T objects to this Request to the
21 extent it seeks information regarding the claims and activities of other AT&T customers,
22 containing the protected CPNI of other AT&T customers, and/or concerning incidents or
23 occurrences that have no relevance to or bearing upon the claims or defenses in this case.
24 Because Terpin has alleged that AT&T violated its duties to him and his claims will rise or
25 fall based on the evidence concerning his own interactions with AT&T, information
26 regarding SIM swaps experienced by other customers is not relevant to any issue in this
27 case, is not proportional to the needs of the case, and the burden of identifying, collecting,
28 and producing such information would far outweigh any likely benefit of the disclosure of
such information in this matter. AT&T further objects to the extent that the requested

1 information is protected against disclosure by applicable federal and state law and
2 authorities, including by not limited to the Federal Communications Act, 47 U.S.C. § 222,
3 the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic Communications
4 Privacy Act of 1986, 18 U.S.C. §§ 2510 et seq. AT&T further objects that the Request seeks
5 materials protected by the privacy right of third party customers. AT&T further objects to
6 the Request to the extent it seeks materials protected by attorney-client and/or attorney
7 work product privileges, and/or any other applicable privilege, protection, or immunity
8 from disclosure. AT&T further objects to this Request on the ground and to the extent that
9 it seeks information that is already in Terpin's possession and/or available in the public
10 domain. AT&T objects to this Request to the extent it seeks information provided by
11 AT&T to any government or law enforcement entity to the extent such Request is contrary
12 to, or not allowed by, any law or policy. AT&T objects to the term "YOUR" to the extent
13 it purports to encompass any entity other than AT&T Mobility LLC.

14 Subject to and without waiving the foregoing General and Specific Objections,
15 AT&T will not produce documents responsive to this Request.

16 **30. All DOCUMENTS and COMMUNICATIONS RELATING TO any**
17 **security measures that YOU have contemplated or adopted from 2000**
18 **to the present RELATING TO SIM SWAPS, including any security**
19 **measures RELATING TO YOUR AUTHORIZED RETAILERS and**
20 **any analysis by YOU of the effectiveness of existing or proposed**
21 **security measures RELATING TO SIM SWAPS.**

22 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
23 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
24 response and production of documents will therefore be limited to information from
25 January 1, 2017 to the present. AT&T further objects to this Request as overly broad,
26 unduly burdensome, and not proportional to the needs of this case on the ground that it
27 seeks "All" documents and communications relating to a broad topic, rather than
28 documents sufficient to show a relevant fact. AT&T further objects to this Request as vague
and ambiguous to the extent it incorporates a concept of whether a SIM swap is
"unauthorized," because AT&T lacks sufficient knowledge to determine whether most or

1 all SIM swaps that are claimed to have occurred without authorization were in fact
2 authorized by the customer. AT&T further objects that the Request is overly broad, unduly
3 burdensome, and vague and ambiguous to the extent it broadly seeks all documents
4 “RELATING TO” SIM swaps, AUTHORIZED RETAILERS, and security measures
5 given the broad definition of RELATING TO. AT&T also objects that the Request is
6 overly broad, unduly burdensome, and not proportional to the needs of this case to the
7 extent it seeks information not relevant to the incidents at issue. AT&T also objects that
8 the Request is overly broad, unduly burdensome, vague and ambiguous as to the terms
9 “contemplated” and “measures.” AT&T further objects to the Request to the extent it seeks
10 materials protected by the privacy rights of third parties. AT&T objects to this Request to
11 the extent it seeks information provided by AT&T to any government or law enforcement
12 entity to the extent such Request is contrary to, or not allowed by, any law or policy. AT&T
13 further objects to the Request to the extent it seeks materials protected by attorney-client
14 and/or attorney work product privileges, and/or any other applicable privilege, protection,
15 or immunity from disclosure. AT&T objects to the term “YOU” to the extent it purports
16 to encompass any entity other than AT&T Mobility LLC.

17 Subject to and without waiving the foregoing General and Specific Objections,
18 AT&T will produce responsive, non-privileged documents to the extent such documents
19 exist in AT&T’s possession, custody, or control and can be located pursuant to a reasonable
20 search of appropriate custodians.

21 **31. All DOCUMENTS RELATING TO the cost of the security measures**
22 **that YOU have implemented to prevent SIM SWAPS from 2008 to the**
23 **present.**

24 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
25 and not proportional to the needs of this case as to time period. AT&T’s response and
26 production of documents will therefore be limited to information from January 1, 2017 to
27 the present. AT&T further objects that the terms “cost” and “measures” are vague and
28 ambiguous as to the scope of documents sought. AT&T further objects to this Request on
the ground that it seeks “All” documents and communications from unspecified persons

1 and/or entities without limiting them to AT&T or any particular persons within AT&T.
2 AT&T further objects to this Request as vague and ambiguous to the extent it incorporates
3 a concept of whether a SIM swap is “unauthorized,” because AT&T lacks sufficient
4 knowledge to determine whether most or all SIM swaps that are claimed to have occurred
5 without authorization were in fact authorized by the customer. AT&T further objects that
6 the Request is overly broad, unduly burdensome, and vague and ambiguous to the extent it
7 broadly seeks all documents that “RELATE to the cost” given the broad definition of
8 RELATE and the ambiguity of the term “measures.” AT&T objects to this Request as
9 overly broad, unduly burdensome, and not proportional to the needs of this case to the
10 extent it seeks all documents relating to costs of security measures, rather than documents
11 sufficient to identify those measures or pertaining to a relevant procedure or process. AT&T
12 also objects to this Request to the extent it seeks documents concerning patents issued to
13 AT&T as overly broad because it seeks irrelevant materials having no bearing on the claims
14 or defenses in this matter. AT&T further objects to this Request to the extent it incorporates
15 an assumption about AT&T’s policies or other matters without any evidentiary support.
16 AT&T further objects to the Request that it seeks materials protected by the privacy rights
17 of third parties. AT&T objects to this Request to the extent it seeks information provided
18 by AT&T to any government or law enforcement entity to the extent such Request is
19 contrary to, or not allowed by, any law or policy. AT&T further objects to the Request to
20 the extent it seeks materials protected by attorney-client and/or attorney work product
21 privileges, and/or any other applicable privilege, protection, or immunity from disclosure.
22 AT&T objects to the term “YOU” to the extent it purports to encompass any entity other
23 than AT&T Mobility LLC.

24 Subject to and without waiving the foregoing General and Specific Objections,
25 AT&T will produce non-privileged documents sufficient to show the cost of security
26 measures to address unauthorized SIM swaps, to the extent such documents exist and can
27 be located pursuant to a reasonable search of appropriate custodians.

28

1 **32. All DOCUMENTS RELATING TO YOUR COMMUNICATIONS**
2 **with YOUR CUSTOMERS RELATING TO the risks of SIM SWAPS**
3 **for YOUR CUSTOMERS who have CRYPTOCURRENCY holdings,**
4 **including security measures that the CUSTOMERS should consider**
 implementing on their accounts.

5 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
6 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
7 response and production of documents will therefore be limited to information from
8 January 1, 2017 to the present. AT&T further objects to this Request as vague and
9 ambiguous to the extent it incorporates a concept of whether a SIM swap is "unauthorized,"
10 because AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that
11 are claimed to have occurred without authorization were in fact authorized by the customer.
12 AT&T objects to the term "measures" as vague and ambiguous. AT&T further objects to
13 the Request to the extent it seeks materials protected by attorney-client and/or attorney
14 work product privileges, and/or any other applicable privilege, protection, or immunity
15 from disclosure. AT&T further objects to this Request as overly broad, unduly burdensome,
16 and not proportional to the needs of this case on the ground that it seeks "All" documents
17 relating to a broad topic, rather than documents sufficient to show a disputed fact. AT&T
18 further objects to this Request as overly broad, unduly burdensome, and not proportional
19 to the needs of this case to the extent it seeks information not relevant to the incidents at
20 issue, including unrelated communications with customers that are not associated with
21 Terpin. This Request would encompass materials that relate solely to other AT&T
22 customers, contain the protected CPNI of other AT&T customers, and may concern
23 incidents or occurrences that involve entirely different facts and circumstances than any
24 SIM swap at issue in this case. Such documents have no relevance to or bearing upon the
25 claims or defenses in this case. Moreover, documents pertaining to other customers may
26 contain information that is protected against disclosure by applicable federal and state law
27 and authorities, including by not limited to the Federal Communications Act, 47 U.S.C. §
28 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic

1 Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 et seq. AT&T objects to this
2 Request to the extent it seeks information provided by AT&T to any government or law
3 enforcement entity to the extent such Request is contrary to, or not allowed by, any law or
4 policy. AT&T objects to this Request to the extent it incorporates assumptions about
5 AT&T's policies or other matters without any evidentiary support. AT&T further objects
6 to the Request that it seeks materials protected by the privacy rights of third parties. AT&T
7 objects to the term "YOUR" to the extent it purports to encompass any entity other than
8 AT&T Mobility LLC.

9 Subject to and without waiving the foregoing General and Specific Objections,
10 AT&T will produce responsive documents from its Cyber Aware Blog addressing SIM
11 swaps.

12 **33. All DOCUMENTS RELATING TO YOUR COMMUNICATIONS**
13 **with YOUR CUSTOMERS RELATING TO the security measures that**
14 **YOUR CUSTOMERS should implement or consider implementing on**
15 **their accounts to prevent SIM SWAPS, including, but not limited to,**
16 **marketing materials or COMMUNICATIONS RELATING TO the**
17 **EXTRA SECURITY.**

18 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
19 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
20 response and production of documents will therefore be limited to information from
21 January 1, 2017 to the present. AT&T further objects to the terms "marketing materials"
22 and "measures" as vague and ambiguous. AT&T further objects to the Request to the extent
23 it seeks materials protected by attorney-client and/or attorney work product privileges,
24 and/or any other applicable privilege, protection, or immunity from disclosure. AT&T
25 further objects to this Request as vague and ambiguous to the extent it incorporates a
26 concept of whether a SIM swap is "unauthorized," because AT&T lacks sufficient
27 knowledge to determine whether most or all SIM swaps that are claimed to have occurred
28 without authorization were in fact authorized by the customer. AT&T further objects to
this Request as overly broad, unduly burdensome, and not proportional to the needs of this
case on the ground that it seeks "All" documents relating to a broad topic rather than

documents sufficient to show a relevant fact. AT&T further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case to the extent it seeks information not relevant to the incidents at issue, including unrelated communications with customers that are not associated with Terpin. This Request would encompass materials that relate solely to other AT&T customers, contain the protected CPNI of other AT&T customers, and may concern incidents or occurrences that involve entirely different facts and circumstances than any SIM swap at issue in this case. Such documents have no relevance to or bearing upon the claims or defenses in this case. Moreover, documents pertaining to other customers may contain information that is protected against disclosure by applicable federal and state law and authorities, including by not limited to the Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 et seq. AT&T objects to this Request to the extent it seeks information provided by AT&T to any government or law enforcement entity to the extent such Request is contrary to, or not allowed by, any law or policy. AT&T objects to this Request to the extent it incorporates assumptions about AT&T's policies or other matters without any evidentiary support. AT&T further objects to the Request that it seeks materials protected by the privacy rights of third parties. AT&T objects to the term "YOUR" to the extent it purports to encompass any entity other than AT&T Mobility LLC.

Subject to and without waiving the foregoing General and Specific Objections, AT&T will produce responsive documents from its Cyber Aware Blog addressing SIM swaps.

34. **All DOCUMENTS RELATING TO YOUR policies and procedures RELATING TO the ability of YOUR employees or contractors or the employees or contractors of YOUR AUTHORIZED RETAILERS to override the requirement that a CUSTOMER with EXTRA SECURITY enter or provide a six digit code to make changes to a wireless account, including swapping the SIM for the account.**

RESPONSE: AT&T objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it is unlimited as to time. AT&T's

1 response and production of documents will therefore be limited to information from
2 January 1, 2017 to the present. AT&T also objects that the Request is overly broad, unduly
3 burdensome, and not proportional to the needs of this case to the extent it seeks
4 information not relevant to the incidents at issue. AT&T further objects to the Request to
5 the extent it seeks materials protected by the privacy rights of third parties. AT&T further
6 objects to this Request as overly broad, unduly burdensome, and not proportional to the
7 needs of this case on the ground that it seeks “All” documents relating to a broad topic
8 rather than documents sufficient to show a relevant fact. AT&T objects to the terms
9 “ability” and “override” as vague and ambiguous. AT&T objects to this Request to the
10 extent it seeks information provided by AT&T to any government or law enforcement
11 entity to the extent such Request is contrary to, or not allowed by, any law or policy. AT&T
12 further objects to the Request to the extent it seeks materials protected by attorney-client
13 and/or attorney work product privileges, and/or any other applicable privilege, protection,
14 or immunity from disclosure. AT&T objects to the term “YOUR” to the extent it purports
15 to encompass any entity other than AT&T Mobility LLC.

16 Subject to and without waiving the foregoing General and Specific Objections,
17 AT&T will produce AT&T policies referencing SIM changes or training regarding the
18 prevention of unauthorized access to customer accounts, to the extent such documents
19 exist in AT&T’s possession and can be located pursuant to a reasonable search of
20 appropriate custodians.

21 **35. All DOCUMENTS RELATING TO any procedure that you have**
22 **considered or implemented from 1990 to the present that would**
23 **implement a lockout on the SIM of a customer under certain**
circumstances.

24 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
25 and not proportional to the needs of this case because it requests documents extending over
26 27 years before the incidents at issue in this case took place, and extends to a time before
27 SIM swaps were technologically possible, and before the SIM card had even been invented.
28 AT&T’s response and production of documents will therefore be limited to information

1 from January 1, 2017 to the present. AT&T objects to the terms “lockout” and “certain
2 circumstances” as vague and ambiguous. AT&T objects to this request as overly broad,
3 unduly burdensome, and not proportional to the needs of this case to the extent it seeks all
4 documents showing any of AT&T’s theorized procedures, rather than documents sufficient
5 to identify those procedures. AT&T further objects to the Request as vague and ambiguous
6 and unduly burdensome to the extent it requests that AT&T locate documents addressing
7 procedures that AT&T did not adopt, rather than documents pertaining to a relevant
8 procedure or process. AT&T objects to this Request to the extent it incorporates an
9 assumption about AT&T’s policies or other matters without any evidentiary support.
10 AT&T further objects to the Request to the extent it seeks materials protected by attorney-
11 client and/or attorney work product privileges, and/or any other applicable privilege,
12 protection, or immunity from disclosure.

13 Subject to and without waiving the foregoing General and Specific Objections,
14 AT&T will produce responsive, non-privileged documents that discuss security measures
15 for unauthorized SIM swaps, to the extent such documents exist within AT&T’s possession,
16 custody, or control and can be located by a reasonable search of appropriate custodians.

17 **36. All DOCUMENTS RELATING TO YOUR promotion of two-factor**
18 **authentication (also known as 2FA) as a means of securing YOUR**
19 **CUSTOMERS’ passwords. See, e.g., <https://about.att.com/pages/cyberaware/ni/blog/2fa>**

20 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
21 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
22 response and production of documents will therefore be limited to information from the
23 relevant time period of January 1, 2017 to the present. AT&T objects that the terms
24 “promotion” is vague and ambiguous as to the scope of documents sought. AT&T further
25 objects to this Request as overly broad, unduly burdensome, and not proportional to the
26 needs of this case on the ground that it seeks “All” documents relating to a broad topic
27 rather than documents sufficient to show a relevant fact. AT&T further objects that the
28 Request is overly broad, unduly burdensome, and vague and ambiguous to the extent it

1 broadly seeks all documents “RELATING TO YOUR promotion” given the broad
2 definition of RELATE and the ambiguity of the term “promotion.” AT&T also objects
3 that the Request is overly broad, unduly burdensome, and not proportional to the needs of
4 this case to the extent it seeks information not addressing SIM swaps and not relevant to
5 the incidents at issue. AT&T further objects to the Request to the extent it seeks materials
6 protected by attorney-client and/or attorney work product privileges, and/or any other
7 applicable privilege, protection, or immunity from disclosure. AT&T further objects to this
8 Request on the ground and to the extent that it seeks information that is already in Terpin’s
9 possession and/or available in the public domain. AT&T objects to this Request to the
10 extent it incorporates an assumption about AT&T’s policies or other matters without any
11 evidentiary support. AT&T objects to the term “YOUR” to the extent it purports to
12 encompass any entity other than AT&T Mobility LLC.

13 Subject to and without waiving the foregoing General and Specific Objections,
14 AT&T will produce responsive, non-privileged documents, to the extent such documents
15 exist within AT&T’s possession, custody, or control, address the context of SIM swaps, and
16 can be located by a reasonable search of appropriate custodians.

17 **37. All DOCUMENTS RELATING TO any analysis of the effectiveness**
18 **(or lack thereof) of two-factor authentication (also known as 2FA) as a**
19 **means of securing YOUR CUSTOMERS’ accounts or passwords.**

20 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
21 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
22 response and production of documents will therefore be limited to information from
23 January 1, 2017 to the present. AT&T objects that the terms “analysis” and “effectiveness”
24 are vague and ambiguous as to the scope of documents sought. AT&T further objects to
25 this Request on the ground that it seeks “All” documents and communications from
26 unspecified persons and/or entities without limiting them to AT&T or any particular
27 persons within AT&T. AT&T further objects that the Request is overly broad, unduly
28 burdensome, and vague and ambiguous to the extent it broadly seeks all documents
“RELATING TO any analysis of the effectiveness” given the broad definition of RELATE

1 and the ambiguity of the terms “analysis” and “effectiveness.” AT&T also objects that the
2 Request is overly broad, unduly burdensome, and not proportional to the needs of this case
3 to the extent it seeks information not relevant to the incidents at issue. AT&T further
4 objects to the Request to the extent it seeks materials protected by the privacy rights of
5 third parties. AT&T objects to this Request to the extent it seeks information provided by
6 AT&T to any government or law enforcement entity to the extent such Request is contrary
7 to, or not allowed by, any law or policy. AT&T further objects to the Request to the extent
8 it seeks materials protected by attorney-client and/or attorney work product privileges,
9 and/or any other applicable privilege, protection, or immunity from disclosure. AT&T
10 objects to the term “YOUR” to the extent it purports to encompass any entity other than
11 AT&T Mobility LLC.

12 Subject to and without waiving the foregoing General and Specific Objections,
13 AT&T will produce responsive, non-privileged documents, to the extent such documents
14 exist within AT&T’s possession, custody, or control, address the context of SIM swaps, and
15 can be located by a reasonable search of appropriate custodians.

16 **38. All DOCUMENTS RELATING TO YOUR recommendation of**
17 **ZENKEY as an “additional authentication measure” to prevent SIM**
18 **SWAPS, including any analysis regarding the effectiveness of**
19 **ZENKEY. See https://about.att.com/pages/cyberaware/ni/blog/sim_swap**

20 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
21 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
22 response and production of documents will therefore be limited to information from
23 January 1, 2017 to the present. AT&T further objects to this Request as vague and
24 ambiguous to the extent it incorporates a concept of whether a SIM swap is “unauthorized,”
25 because AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that
26 are claimed to have occurred without authorization were in fact authorized by the customer.
27 AT&T further objects that documents regarding ZenKey are not relevant to this litigation
28 because ZenKey was not used by or available to Terpin or any customer at the time of the

1 alleged SIM swap. AT&T further objects that this Request is overly broad, unduly
2 burdensome, and not proportional to the needs of this case to the extent it seeks documents
3 relating to uses of ZenKey other than the prevention of unauthorized SIM swaps. AT&T
4 further objects that this Request is overly broad, unduly burdensome, and not proportional
5 to the needs of this case in that ZenKey is not the subject of any allegation in the SAC.
6 AT&T further objects that the Request is unduly burdensome and invasive of confidential,
7 proprietary, trade secret, and/or sensitive financial information of third parties that AT&T
8 is prohibited from disclosing and that has no bearing on this litigation. AT&T further
9 objects that this Request is not proportionate to the needs of this case because any tangential
10 relevance Terpin could theorize for ZenKey is outweighed by the burden of navigating
11 these complex confidentiality issues. AT&T further objects that Terpin can obtain any
12 relevant information regarding ZenKey via public information easily accessible to Terpin,
13 including from AT&T's website. AT&T further objects that AT&T's intentions regarding
14 the ZenKey App have no relevance to Terpin's claim that his own SIM swap should have
15 or could have been prevented. AT&T further objects to the Request to the extent it seeks
16 materials protected by attorney-client and/or attorney work product privileges, and/or any
17 other applicable privilege, protection, or immunity from disclosure. AT&T objects to the
18 term "YOUR" to the extent it purports to encompass any entity other than AT&T Mobility
19 LLC.

20 Subject to and without waiving the foregoing General and Specific Objections,
21 AT&T Will produce responsive, non-privileged documents addressing the use of ZenKey
22 for unauthorized SIM swaps, to the extent such documents exist in AT&T's possession,
23 custody, or control and can be located by a reasonable search of appropriate custodians.

24 **39. All DOCUMENTS RELATING TO YOUR investment or financial**
25 **support of ZENKEY.**

26 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
27 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
28 response and production of documents will therefore be limited to information from

January 1, 2017 to the present. AT&T further objects that documents regarding ZenKey are not relevant to this litigation because ZenKey was not used by or available to Terpin or any customer at the time of the alleged SIM swap. AT&T further objects that this Request is overly broad, unduly burdensome, and not proportional to the needs of this case to the extent it seeks documents relating to uses of ZenKey other than the prevention of unauthorized SIM swaps. AT&T further objects that its “investment or financial support of ZenKey” is vague, overbroad, and not relevant or proportional to any issue in this case in that ZenKey is not the subject of any allegation in the SAC. AT&T further objects that the Request is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive financial information of third parties that AT&T is prohibited from disclosing and that has no bearing on this litigation. AT&T further objects that this Request is not proportionate to the needs of this case because any strained relevance Terpin could theorize for the financial aspects of ZenKey is outweighed by the burden of navigating these complex confidentiality issues. AT&T further objects that Terpin can obtain any relevant information regarding ZenKey via public information easily accessible to Terpin, including from AT&T’s website. AT&T further objects that the financial details of AT&T’s connection with ZenKey have no relevance to Terpin’s claim that his own SIM swap should have or could have been prevented. AT&T further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case to the extent it seeks all documents “relating to” a broad topic rather than documents sufficient to show a relevant fact. AT&T further objects to the Request to the extent it seeks materials protected by attorney-client and/or attorney work product privileges, and/or any other applicable privilege, protection, or immunity from disclosure. AT&T objects to the term “YOUR” to the extent it purports to encompass any entity other than AT&T Mobility LLC.

Based on the foregoing objections, AT&T will not produce documents responsive to this Request.

1 **40. All DOCUMENTS RELATING TO any participation by YOUR**
2 **officers, managers, directors or employees in ZENKEY.**

3 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
4 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
5 response and production of documents will therefore be limited to information from
6 January 1, 2017 to the present. AT&T further objects that documents regarding ZenKey
7 are not relevant to this litigation because ZenKey was not used by or available to Terpin or
8 any customer at the time of the alleged SIM swap. AT&T further objects that this Request
9 is overly broad, unduly burdensome, and not proportional to the needs of this case to the
10 extent it seeks documents relating to uses of ZenKey other than the prevention of
11 unauthorized SIM swaps. AT&T further objects that the details of participation by its
12 "officers, managers, directors or employees" in ZenKey is vague, overbroad, and not
13 relevant or proportional to any issue in this case in that ZenKey is not the subject of any
14 allegation in the SAC. AT&T further objects that the Request is unduly burdensome and
15 invasive of confidential, proprietary, trade secret, and/or sensitive financial information of
16 third parties that AT&T is prohibited from disclosing and that has no bearing on this
17 litigation. AT&T further objects that this Request is not proportionate to the needs of this
18 case because any strained relevance Terpin could theorize for the staffing of ZenKey is
19 outweighed by the burden of navigating these complex confidentiality issues. AT&T further
20 objects that Terpin can obtain any relevant information regarding ZenKey via public
21 information easily accessible to Terpin, including from AT&T's website. AT&T further
22 objects that the details of AT&T's connection with ZenKey have no relevance to Terpin's
23 claim that his own SIM swap should have or could have been prevented. AT&T further
24 objects that this Request is overly broad, unduly burdensome, and not proportional to the
25 needs of this case to the extent it seeks all documents "relating to" a broad topic rather than
26 documents sufficient to show a relevant fact. AT&T further objects to the Request to the
27 extent it seeks materials protected by attorney-client and/or attorney work product
28 privileges, and/or any other applicable privilege, protection, or immunity from disclosure.

1 AT&T objects to the term “YOUR” to the extent it purports to encompass any entity other
2 than AT&T Mobility LLC.

3 Based on the foregoing objections, AT&T will not produce documents responsive
4 to this Request.

5 **41. All DOCUMENTS RELATING TO YOUR participation in “Project**
6 **Verify” or the Mobile Authentication Task Force. See, e.g.,**
7 **[https://www.eweek.com/security/mobile-carriers-join-together-for-](https://www.eweek.com/security/mobile-carriers-join-together-for-project-verify-authentication-effort#:~:text=The%20Mobile%20Authentication%20Taskforce%20was,12%2D14)**
8 **project-verify-authentication-effort#:~:text=The%20Mobile%**
9 **20Authentication%20Taskforce%20was,12%2D14.**

10 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
11 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
12 response and production of documents will therefore be limited to information from
13 January 1, 2017 to the present. AT&T further objects that documents regarding ZenKey, a
14 product related to Project Verify and the Mobile Authentication Task Force, are not
15 relevant to this litigation because ZenKey was not used by or available to Terpin or any
16 customer at the time of the alleged SIM swap. AT&T further objects that this Request is
17 overly broad, unduly burdensome, and not proportional to the needs of this case to the
18 extent it seeks documents relating to uses of ZenKey other than the prevention of
19 unauthorized SIM swaps. AT&T further objects that the details of its participation in the
20 Mobile Authentication Task Force is not relevant or proportional to any issue in this case
21 in that any such participation is not the subject of any allegation in the SAC. AT&T further
22 objects that the Request is unduly burdensome and invasive of confidential, proprietary,
23 trade secret, and/or sensitive financial information of third parties that AT&T is prohibited
24 from disclosing and that has no bearing on this litigation. AT&T further objects that this
25 Request is not proportionate to the needs of this case because any strained relevance Terpin
26 could theorize for probing AT&T’s involvement in “Project Verify” or the Mobile
27 Authentication Task Force is outweighed by the burden of navigating these complex
28 confidentiality issues. AT&T further objects that Terpin can obtain any relevant
information regarding ZenKey via public information easily accessible to Terpin, including

1 from AT&T's website. AT&T further objects that the details of AT&T's connection with
2 ZenKey have no relevance to Terpin's claim that his own SIM swap should have or could
3 have been prevented. AT&T further objects that this Request is overly broad, unduly
4 burdensome, and not proportional to the needs of this case to the extent it seeks all
5 documents "relating to" a broad topic rather than documents sufficient to show a relevant
6 fact. AT&T further objects to the Request to the extent it seeks materials protected by
7 attorney-client and/or attorney work product privileges, and/or any other applicable
8 privilege, protection, or immunity from disclosure. AT&T objects to the term "YOUR" to
9 the extent it purports to encompass any entity other than AT&T Mobility LLC.

10 Based on the foregoing objections, AT&T will not produce documents responsive
11 to this Request.

12 **42. All DOCUMENTS RELATING TO YOUR policy of requiring photo**
13 **identification from customers in YOUR stores or the stores of YOUR**
14 **AUTHORIZED RETAILERS or other authentication to access or**
15 **make changes to YOUR CUSTOMERS' wireless accounts.**

16 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
17 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
18 response and production of documents will therefore be limited to information from
19 January 1, 2017 to the present. AT&T objects to this request as vague and ambiguous with
20 respect to the term "authentication." AT&T will construe this request as seeking documents
21 sufficient to show AT&T's policy and processes for performing a SIM swap as of the dates
22 of the incidents. AT&T further objects that this Request seeks information outside of
23 AT&T's possession, custody, or control to the extent it seeks information regarding the
24 processes employed by authorized retailers and their employees or representatives. AT&T
25 objects to the term "YOUR" to the extent it purports to encompass any entity other than
26 AT&T Mobility LLC. AT&T objects to this Request as overly broad, unduly burdensome,
27 and not proportional to the needs of this case to the extent it seeks all documents relating
28 to a broad topic rather than documents sufficient to show a relevant fact. AT&T further
objects to the Request to the extent it seeks materials protected by attorney-client and/or

1 attorney work product privileges, and/or any other applicable privilege, protection, or
2 immunity from disclosure.

3 Subject to and without waiving the foregoing General and Specific Objections,
4 AT&T will produce AT&T policies referencing SIM changes and the prevention of
5 unauthorized access to customer accounts, to the extent such documents exist in AT&T's
6 possession, custody, or control and can be located pursuant to a reasonable search of
7 appropriate custodians.

8 **43. All DOCUMENTS RELATING TO YOUR decision not to require**
9 **sending of text messages to CUSTOMERS to authenticate requests for**
10 **SIM SWAPS.**

11 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
12 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
13 response and production of documents will therefore be limited to information from
14 January 1, 2017 to the present. AT&T further objects to this Request as vague and
15 ambiguous to the extent it incorporates a concept of whether a SIM swap is "unauthorized,"
16 because AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that
17 are claimed to have occurred without authorization were in fact authorized by the customer.
18 AT&T further objects that the term "SIM SWAPS," as defined by the Requests, does not
19 make sense in the context of this Request because AT&T would not have knowledge about
20 when a customer was seeking to authenticate himself or herself in order to perform a "SIM
21 SWAP," as defined by the Requests, since a "SIM SWAP" is defined to be unauthorized.
22 AT&T will construe "SIM SWAP" for purposes of this Request to include SIM swaps
23 requested by customers, regardless of whether those SIM swaps are authorized. AT&T
24 objects to this request as overly broad, unduly burdensome, and not proportional to the
25 needs of this case to the extent it seeks all documents relating to any decision by AT&T,
26 rather than documents sufficient to identify AT&T's decision. AT&T further objects to the
27 Request as vague and ambiguous and unduly burdensome to the extent it requests that
28 AT&T locate documents addressing policies that AT&T allegedly did not adopt, rather than
documents pertaining to a relevant procedure or process. AT&T objects to this Request to

1 the extent it incorporates an assumption about AT&T's policies or other matters without
2 any evidentiary support. AT&T objects to the term "YOUR" to the extent it purports to
3 encompass any entity other than AT&T Mobility LLC. AT&T further objects to the
4 Request to the extent it seeks materials protected by attorney-client and/or attorney work
5 product privileges, and/or any other applicable privilege, protection, or immunity from
6 disclosure.

7 Subject to and without waiving the foregoing General and Specific Objections,
8 AT&T will produce responsive, non-privileged documents relating to the authentication it
9 requires before a SIM swap may be performed, to the extent such documents exist within
10 AT&T's possession, custody, or control and can be located by a reasonable search of
11 appropriate custodians.

12 **44. All DOCUMENTS RELATING TO YOUR tracking of the IMEI**
13 **number of the phone involved in a SIM SWAP, including any analysis**
14 **of whether a phone was used in multiple SIM SWAPS.**

15 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
16 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
17 response and production of documents will therefore be limited to information from
18 January 1, 2017 to the present. AT&T further objects that the terms "tracking" and
19 "analysis" are vague and ambiguous as to the scope of communications sought. AT&T
20 further objects to this Request as overly broad, unduly burdensome, and not proportional
21 to the needs of the case to the extent that it seeks "All" documents and communications
22 from unspecified persons and/or entities without limiting them to AT&T or any particular
23 persons within AT&T. AT&T further objects to this Request as vague and ambiguous to
24 the extent it incorporates a concept of whether a SIM swap is "unauthorized," because
25 AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that are
26 claimed to have occurred without authorization were in fact authorized by the customer.
27 AT&T further objects that the Request is overly broad, unduly burdensome, and vague and
28 ambiguous to the extent it broadly seeks all documents that "RELATE TO YOUR
tracking" given the broad definition of RELATE and the ambiguity of the terms "tracking"

1 and “analysis.” AT&T further objects to the Request to the extent it seeks materials
2 protected by the privacy rights of third parties. This Request would encompass materials
3 that relate solely to other AT&T customers, contain the protected CPNI of other AT&T
4 customers, and concern incidents or occurrences that involve entirely different facts and
5 circumstances than any SIM swap at issue in this case. Such documents have no relevance
6 to or bearing upon the claims or defenses in this case. Moreover, documents pertaining to
7 other customers may contain information that is protected against disclosure by applicable
8 federal and state law and authorities, including by not limited to the Federal
9 Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707,
10 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T
11 objects to this Request to the extent it seeks information provided by AT&T to any
12 government or law enforcement entity to the extent such Request is contrary to, or not
13 allowed by, any law or policy. AT&T further objects to the Request to the extent it seeks
14 materials protected by attorney-client and/or attorney work product privileges, and/or any
15 other applicable privilege, protection, or immunity from disclosure. AT&T objects to the
16 term “YOUR” to the extent it purports to encompass any entity other than AT&T Mobility
17 LLC.

18 Subject to and without waiving the foregoing General and Specific Objections,
19 AT&T will produce responsive, non-privileged documents regarding the SIM swaps
20 allegedly experienced by Terpin, to the extent such documents exist within its possession,
21 custody, or control and can be located by a reasonable search.

22 **45. All DOCUMENTS RELATING TO YOUR tracking of the geographic**
23 **location of a phone involved in a SIM SWAP or the geographic location**
24 **of YOUR CUSTOMERS, including any analysis of whether a phone**
25 **was used in multiple SIM SWAPS or whether a phone was not in the**
same geographic location as YOUR CUSTOMER.

26 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
27 and not proportional to the needs of this case because it is unlimited as to time. AT&T’s
28 response and production of documents will therefore be limited to information from

1 January 1, 2017 to the present. AT&T further objects that the terms “tracking” and
2 “analysis” are vague and ambiguous as to the scope of communications sought. AT&T
3 further objects to this Request as vague and ambiguous to the extent it incorporates a
4 concept of whether a SIM swap is “unauthorized,” because AT&T lacks sufficient
5 knowledge to determine whether most or all SIM swaps that are claimed to have occurred
6 without authorization were in fact authorized by the customer. AT&T further objects to
7 this Request as overly broad, unduly burdensome, and not proportional to the needs of this
8 case on the ground that it seeks “All” documents relating to a broad topic rather than
9 documents sufficient to show a relevant fact. AT&T further objects that the Request is
10 overly broad, unduly burdensome, and vague and ambiguous to the extent it broadly seeks
11 all documents that “RELATE TO YOUR tracking” given the broad definition of RELATE
12 and the ambiguity of the terms “tracking” and “analysis.” AT&T further objects to the
13 Request to the extent it seeks materials protected by the privacy rights of third parties. This
14 Request would encompass materials that relate solely to other AT&T customers, contain
15 the protected CPNI of other AT&T customers, and concern incidents or occurrences that
16 involve entirely different facts and circumstances than any SIM swap at issue in this case.
17 Such documents have no relevance to or bearing upon the claims or defenses in this case.
18 Moreover, documents pertaining to other customers may contain information that is
19 protected against disclosure by applicable federal and state law and authorities, including by
20 not limited to the Federal Communications Act, 47 U.S.C. § 222, the Stored
21 Communications Act, 18 U.S.C. § 2707, and the Electronic Communications Privacy Act
22 of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T objects to this Request to the extent it seeks
23 information provided by AT&T to any government or law enforcement entity to the extent
24 such Request is contrary to, or not allowed by, any law or policy. AT&T further objects to
25 the Request to the extent it seeks materials protected by attorney-client and/or attorney
26 work product privileges, and/or any other applicable privilege, protection, or immunity
27 from disclosure. AT&T objects to the term “YOUR” to the extent it purports to encompass
28 any entity other than AT&T Mobility LLC.

1 Subject to and without waiving the foregoing General and Specific Objections,
2 AT&T will produce responsive, non-privileged documents reflecting location data of
3 Terpin's wireless device on the dates of the SIM swaps, to the extent such documents exist
4 within its possession, custody, or control and can be located by a reasonable search.

5 **46. All DOCUMENTS RELATING TO the organization of YOUR fraud**
6 **department, including scheduling and staffing of the fraud department**
7 **on Saturdays, Sundays and holidays.**

8 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
9 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
10 response and production of documents will therefore be limited to information from
11 January 1, 2017 to the present. AT&T further objects that the terms "organization" and
12 "fraud department" are vague and ambiguous as to the scope of communications sought.
13 AT&T further objects to this Request as overly broad, unduly burdensome, and not
14 proportional to the needs of this case on the ground that it seeks "All" documents relating
15 to the organization of an entire department rather than documents sufficient to show a
16 relevant fact. AT&T further objects that the Request is overly broad, unduly burdensome,
17 and vague and ambiguous to the extent it broadly seeks all documents "RELATING TO
18 the organization of YOUR fraud department" given the broad definition of RELATE and
19 the ambiguity of the terms "organization" and "fraud department." AT&T further objects
20 to the Request to the extent it seeks materials protected by attorney-client and/or attorney
21 work product privileges, and/or any other applicable privilege, protection, or immunity
22 from disclosure. AT&T objects to the term "YOUR" to the extent it purports to encompass
23 any entity other than AT&T Mobility LLC.

24 Subject to and without waiving the foregoing General and Specific Objections,
25 AT&T will meet and confer with Terpin regarding whether there is an appropriate scope
26 of this Request.
27
28

1 **47. All DOCUMENTS that constitute any agreement between YOU and**
2 **SPRING MOBILE or PRIME COMMUNICATIONS, including any**
3 **master agreements, service agreements, modifications, addenda and**
4 **statements of work.**

5 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
6 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
7 response and production of documents will therefore be limited to information from
8 January 1, 2017 to the present. AT&T objects to this Request as overly broad, unduly
9 burdensome, and not proportional to the needs of this case to the extent it requires AT&T
10 to produce commercially sensitive contracts or agreements that have no bearing on any
11 issue in this case. AT&T reserves the right to redact irrelevant, commercially sensitive
12 portions of any responsive documents, and to comply with any relevant confidentiality or
13 non-disclosure provisions before production of any responsive documents pursuant to the
14 protective order in this case. AT&T objects to the term "YOU" to the extent it purports to
15 encompass any entity other than AT&T Mobility LLC. AT&T further objects to the
16 Request to the extent it seeks materials protected by attorney-client and/or attorney work
17 product privileges, and/or any other applicable privilege, protection, or immunity from
18 disclosure.

19 Subject to and without waiving the foregoing General and Specific Objections,
20 AT&T will produce its service agreement with Spring Mobile and Prime Communications,
21 subject to any obligations of confidentiality or non-disclosure.

22 **48. All DOCUMENTS RELATING TO any COMMUNICATIONS with**
23 **YOUR AUTHORIZED RETAILERS RELATING TO prevention of**
24 **SIM SWAPS.**

25 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
26 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
27 response and production of documents will therefore be limited to information from
28 January 1, 2017 to the present. AT&T further objects to this Request as vague and
ambiguous to the extent it incorporates a concept of whether a SIM swap is "unauthorized,"
because AT&T lacks sufficient knowledge to determine whether most or all SIM swaps that

1 are claimed to have occurred without authorization were in fact authorized by the customer.
2 AT&T objects that this request is overly broad, unduly burdensome, and seeks information
3 not relevant to the incidents at issue, to the extent it requests all communications between
4 AT&T and Spring Mobile or Prime Communications that talk about prevention of SIM
5 swaps at all, even if they have nothing to do with Terpin. AT&T also objects to this Request
6 to the extent it seeks communications relating to other AT&T customers, containing the
7 protected CPNI of other AT&T customers, and concerning incidents or occurrences that
8 have no relevance to or bearing upon the claims or defenses in this case. AT&T further
9 objects that such information of third parties is protected against disclosure by applicable
10 federal and state law and authorities, including by not limited to the Federal
11 Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707,
12 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 et seq. AT&T
13 further objects that the request seeks materials protected by the privacy right of third party
14 customers. AT&T further objects that the request seeks the production of information or
15 material that constitutes confidential, proprietary and/or trade secret information. AT&T
16 objects to the term “YOUR” to the extent it purports to encompass any entity other than
17 AT&T Mobility LLC. AT&T further objects to the Request to the extent it seeks materials
18 protected by attorney-client and/or attorney work product privileges, and/or any other
19 applicable privilege, protection, or immunity from disclosure.

20 Subject to and without waiving the foregoing General and Specific Objections,
21 AT&T will produce responsive, non-privileged documents reflecting communications
22 between AT&T and Spring Mobile and Prime Communications, subject to any obligations
23 of confidentiality or non-disclosure, to the extent such documents exist within its
24 possession, custody, or control and can be located by a reasonable search.

25 **49. All DOCUMENTS that constitute any version or iteration of YOUR**
26 **privacy policy from 1990 to the present.**

27 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
28 and not proportional to the needs of this case because it requests documents extending over

27 years before the incidents at issue in this case took place, and extends to a time before SIM swaps were technologically possible, and before the SIM card had even been invented. AT&T's response and production of documents will therefore be limited to information from January 1, 2017 to the present. AT&T objects to the term "YOUR" to the extent it purports to encompass any entity other than AT&T Mobility LLC. AT&T further objects to the Request to the extent it seeks materials protected by attorney-client and/or attorney work product privileges, and/or any other applicable privilege, protection, or immunity from disclosure.

Subject to and without waiving the foregoing General and Specific Objections, AT&T will produce the version(s) of the privacy policy in effect at the times of the two SIM swaps alleged by Terpin, to the extent those documents can be located by a reasonable search of appropriate custodians.

50. All DOCUMENTS RELATING TO the revisions to YOUR privacy policy from 2018 to the present, including DOCUMENTS RELATING TO the differences between YOUR current privacy policy and the privacy policy attached to the SAC.

RESPONSE: AT&T objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it is unlimited as to time. AT&T's response and production of documents will therefore be limited to information from January 1, 2017 to the present. AT&T objects that the Request is overly broad, unduly burdensome, and vague and ambiguous to the extent it broadly seeks all documents "RELATING TO the revisions to YOUR privacy policy," given the broad definition of RELATING TO. AT&T further objects to this Request on the ground that it seeks "All" documents and communications from unspecified persons and/or entities without limiting them to AT&T or any particular persons within AT&T. AT&T objects to the term "YOUR" to the extent it purports to encompass any entity other than AT&T Mobility LLC. AT&T further objects to the Request to the extent it seeks materials protected by attorney-client and/or attorney work product privileges, and/or any other applicable privilege, protection, or immunity from disclosure.

1 Subject to and without waiving the foregoing General and Specific Objections,
2 AT&T will produce the version(s) of the privacy policy in effect at the times of the two
3 SIM swaps alleged by Terpin, to the extent those documents can be located by a reasonable
4 search of appropriate custodians.

5 **51. All DOCUMENTS RELATING TO any version or iteration of YOUR**
6 **Code of Business Conduct from 1990 to the present.**

7 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
8 and not proportional to the needs of this case because it requests documents extending over
9 27 years before the incidents at issue in this case took place, and extends to a time before
10 SIM swaps were technologically possible, and before the SIM card had even been invented.
11 AT&T's response and production of documents will therefore be limited to information
12 from January 1, 2017 to the present. AT&T objects that the Request is overly broad, unduly
13 burdensome, and vague and ambiguous to the extent it broadly seeks all documents
14 "RELATING TO any version or iteration of YOUR Code of Business Conduct," given
15 the broad definition of RELATING TO. AT&T further objects to this Request on the
16 ground that it seeks "All" documents and communications from unspecified persons
17 and/or entities without limiting them to AT&T or any particular persons within AT&T.
18 AT&T objects to the term "YOUR" to the extent it purports to encompass any entity other
19 than AT&T Mobility LLC. AT&T further objects to the Request to the extent it seeks
20 materials protected by attorney-client and/or attorney work product privileges, and/or any
21 other applicable privilege, protection, or immunity from disclosure.

22 Subject to and without waiving the foregoing General and Specific Objections,
23 AT&T will produce the version(s) of AT&T's Code of Business Conduct in effect at the
24 times of the two SIM swaps alleged by Terpin, to the extent those documents can be located
25 by a reasonable search of appropriate custodians.
26
27
28

1 **52. All DOCUMENTS RELATING TO any version or iteration of YOUR**
2 **contract with your customers for mobile services from 1990 to the**
3 **present.**

4 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
5 and not proportional to the needs of this case because it requests documents extending over
6 27 years before the incidents at issue in this case took place, and extends to a time before
7 SIM swaps were technologically possible, and before the SIM card had even been invented.
8 AT&T's response and production of documents will therefore be limited to information
9 from January 1, 2017 to the present. AT&T objects that the Request is overly broad, unduly
10 burdensome, and vague and ambiguous to the extent it broadly seeks all documents
11 "RELATING TO any version or iteration of YOUR contract with your customers for
12 mobile services," given the broad definition of RELATING TO. AT&T further objects to
13 this Request on the ground that it seeks "All" documents and communications from
14 unspecified persons and/or entities without limiting them to AT&T or any particular
15 persons within AT&T. AT&T objects to the term "YOUR" to the extent it purports to
16 encompass any entity other than AT&T Mobility LLC. AT&T further objects to the
17 Request to the extent it seeks materials protected by attorney-client and/or attorney work
18 product privileges, and/or any other applicable privilege, protection, or immunity from
19 disclosure.

20 Subject to and without waiving the foregoing General and Specific Objections,
21 AT&T will produce the version(s) of AT&T's Wireless Customer Agreement entered with
22 Terpin and in effect at the times of the two SIM swaps alleged by Terpin, to the extent
23 those documents can be located by a reasonable search.

24 **53. All DOCUMENTS RELATING TO or that are identified in YOUR**
25 **RESPONSES to PLAINTIFF'S First Set of Interrogatories.**

26 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome,
27 and not proportional to the needs of this case because it is unlimited as to time. AT&T's
28 response and production of documents will therefore be limited to information from
January 1, 2017 to the present. AT&T further objects to the Request to the extent it seeks

1 materials protected by attorney-client and/or attorney work product privileges, and/or any
2 other applicable privilege, protection, or immunity from disclosure. AT&T further objects
3 to the Request on the grounds that “RELATING TO” is vague and ambiguous, and
4 unintelligible in the context of this Request. AT&T thus interprets this Request as seeking
5 documents that are identified in AT&T’s responses to Plaintiff’s First Set of Interrogatories.
6 AT&T further objects to the Request to the extent it seeks materials protected by attorney-
7 client and/or attorney work product privileges, and/or any other applicable privilege,
8 protection, or immunity from disclosure.

9 Subject to and without waiving the foregoing General and Specific Objections, and
10 subject to the ongoing nature of discovery in this action, AT&T agrees to produce non-
11 privileged documents identified in its written responses to Plaintiff’s First Set of
12 Interrogatories that are within AT&T’s possession, custody, or control, subject to the
13 general and specific objections that AT&T asserted in response to Plaintiff’s First Set of
14 Interrogatories and any other restrictions on disclosure that may be applicable to any
15 particular document.

16
17 Dated: June 1, 2021

GIBSON, DUNN & CRUTCHER LLP

18
19 By: Ashley E. Johnson
Marcellus A. McRae
Ashley E. Johnson

20
21 Attorneys for Defendant AT&T MOBILITY
22 LLC
23
24
25
26
27
28

EXHIBIT F



September 29, 2021

Via E-Mail (mmcrae@gibsondunn.com, ajohnson@gibsondunn.com)

Marcellus McRae
Ashley E. Johnson
Gibson, Dunn & Crutcher LLP
333 South Grand Ave.
Los Angeles, CA 90071-3197

Re: Meet and confer RE AT&T Discovery Responses - Terpin v. AT&T (Case No. 2:18-CV-06975-ODW-KS)

Dear Ashley and Marcellus:

I am writing to further meet and confer regarding the parties' document productions. To that end, I wish to set a time for a call to discuss certain outstanding issues as described below.

First and foremost, a schedule should be set for AT&T's producing further documents and any necessary privilege logs—both on a rolling basis. In this connection, we acknowledge receipt of AT&T's first partial production and wish to discuss when the AT&T production will be completed so as to allow time for motion practice, including over AT&T's anticipated broad and unwarranted privilege claims and extensive redaction of documents. Mr. Terpin is also prepared to exchange documents responsive to AT&T's requests within a few days, followed by a privilege log within two weeks. Given the fact that counsel for both parties have already been involved in a similar matter regarding AT&T and its response to SIM swaps perpetrated upon its customers, we see no reason why the discovery process in this matter (including privilege logs) should not be completed on an expedited basis so as to avoid any last minute productions and motion practice.

We note that the first tranche of documents does not include numerous documents that would have been part of AT&T's initial disclosures, including the account notes on Mr. Terpin's account, which, of course, are one of the most fundamental documents. We also see nothing specific to Mr. Terpin's two unauthorized SIM swaps, including any correspondence with REACT or other authorities regarding the hacks, or any documents related to any internal investigation performed by AT&T's AP department, which surely included looking at the specific SIM swaps that occurred as well as other SIM swaps by those involved, such as Jahmil Smith of Spring Communications (now Prime), who has been identified as performing the January 2018 SIM swap. Related to this, we also do not see anything relating to information regarding Mr. Smith's other unauthorized SIM swaps or correspondence with Spring regarding the incidents. To be clear, we do not believe that any such documents are privileged (and we need you to promptly log such documents if you are taking that position so that the issue can be resolved), but, in any event, even if select documents that AT&T may have prepared from its

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Ashley Johnson
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databases are subject to any privilege, the underlying factual information, i.e., dates, IMEIs, SIM cards, employees, purported authorizations, location of use, etc. are clearly not privileged and must be produced.

While your August 17 letter indicated AT&T may be willing to meet and confer on various subjects *after* it has produced its documents, in order to facilitate an expedient discovery process, it is essential to address these issues now, particularly since AT&T has produced the first tranche of documents. AT&T's decision to ignore the normal practice of an agreement as to search parameters should not be taken to indicate agreement by us that such a procedure is proper. We expressly reserve all rights, including moving to compel production of AT&T's search parameters at the earliest possible date. For example, it appears that AT&T's production to some extent has followed the same lines (with the same custodians) as AT&T's production in another matter, although there are significant differences between the two matters. Consequently, AT&T's approach is inappropriate because the custodians it has designated may not have knowledge regarding unauthorized SIM swaps in the period prior to 2018, which is of particular relevance in this case.

Thus, while AT&T has identified some individuals who currently oversee the prevention of unauthorized SIM swaps, to the extent AT&T has not included those individuals tasked to do so at the time of and before Mr. Terpin's losses, AT&T's production will be incomplete. We note in this connection that AT&T has been ordered in the *Ross* matter to produce documents as far back as 2016. To the extent that the custodians that you proffer were not involved in issues involving unauthorized SIM swaps prior to 2018 (whether or not the SIM swaps involved cryptocurrency), AT&T has an obligation to do searches for custodians in all relevant departments, including the security, fraud, customer relations and internal investigations or asset protection departments (among others). The parties should therefore meet and confer regarding who AT&T has identified as responsive custodians and what timeframe was used in doing so. This will avoid an unnecessarily piecemeal discovery process punctuated by meet and confer efforts and avoidable motion practice.

Likewise, as noted above, a discussion of the search parameters AT&T is using to locate responsive documents will streamline the discovery process. Despite AT&T's allegations to the contrary, discussing and agreeing to search terms is common practice. Indeed, this was a subject of extensive briefing in the *Williams* matter, which is one of many lawsuits brought against AT&T for unauthorized SIM swaps. If AT&T is as confident in the reasonableness of its search as your August 17 letter suggests, it makes little sense to refuse to share its search parameters, particularly since this would avoid having to have AT&T perform additional services at a later date. We cannot evaluate the reasonableness of AT&T's search – and thus the completeness of its responses – if AT&T withholds the scope and limitations of the search. This is particularly the case because unauthorized SIM swaps occurred prior to Mr. Terpin's first SIM swap in 2017.

In reviewing the documents that have been produced, we note that AT&T has only produced a handful of e-mails and associated documents from 2017 (ATT-TERP 1408-1437). Even without the needed disclosure of the search terms (and transparency regarding the

Marcellus McRae
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custodians whose files were searched), the production of so few documents is patently inadequate. Mr. Terpin's first SIM swap occurred in 2017 and it is highly unlikely that his was the first unauthorized SIM swap of an AT&T customer. Indeed, unauthorized SIM swaps are referenced as early as August 14, 2015 in the numerous iterations of MYCSP Article 447997, which is an AT&T policy to protect customer privacy against various species of fraud. *See* ATT-TERP 2006-2119. These policies refer specifically to SIM changes as a "Hot Fraud Issue" as early as 2015 which was increasing and also referred to "account takeover" fraud where an "imposter" engaged in the "unauthorized use of personal data . . . to assume another individual's identity" resulting in a customer not being able to use their phone. The small number of e-mails produced from 2017 has likely resulted from either not searching the right custodians or not using proper search terms.

Next, in addition to AT&T's categorical refusal to discuss search terms, it has made blanket objections to producing documents related to other unauthorized SIM swap litigation and arbitration proceedings. These objections are groundless, and in attempting to justify them, AT&T purposefully misrepresents Mr. Terpin's claims. This case is about AT&T's systematic failure to address one of the leading threats to its customers, and the resulting loss of Mr. Terpin's cryptocurrency because of this failure. *See, e.g.,* Terpin Second Amended Complaint, *passim*. As such, documents related to other SIM swap proceedings are reasonably calculated to lead to the discovery of admissible evidence regarding AT&T's conscious disregard for the dangers of SIM swaps that were specially alleged by Mr. Terpin. The fact that Mr. Terpin's lawsuit was the first legal claim submitted to AT&T (if, indeed, that is the case) does not change this. Mr. Terpin's allegations relate to unauthorized SIM swaps generally—not just to SIM swaps involving cryptocurrency. Given the fact that the FTC in June 2016 publicized the dangers of unauthorized SIM swaps to wireless customers, AT&T was well aware before Mr. Terpin's first unauthorized SIM swap of the gaping holes and manifest inadequacy of its security procedures. AT&T cannot simply ignore these requests. We are willing to discuss how to appropriately address any privacy concerns AT&T may have.

We also completely disagree that "AT&T's January 1, 2017 temporal limitation is entirely appropriate" as stated in your August 17 letter. As noted above, AT&T addressed unauthorized SIM swaps as a "hot fraud issue" as early as 2015 in policies regarding privacy of customer information. Moreover, the idea that "foreseeability can be fully addressed by AT&T's production of documents from the months leading up to the first SIM swap" is easily belied by the facts. As I laid out in my previous meet and confer correspondence, the FTC explicitly identified SIM swaps as one of the leading threats to mobile customers that could result in financial harm as far back as 2016. <https://www.ftc.gov/news-events/blogs/techftc/2016/06/your-mobile-phone-account-could-be-hijacked-identity-thief> If AT&T nonetheless failed to take measures to protect its customers, this too is relevant to the issues of this case. To avoid having to bring this matter in front of the magistrate judge, we hope that a timeframe can be found which is agreeable to both parties. We note again that the magistrate judge agreed to widen the chronological scope of the search in the *Ross* matter, where the complaint alleges a SIM swap that occurred later in 2018—well after both of Mr. Terpin's SIM swaps.

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Ashley Johnson
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In addition, we believe that AT&T's blanket marking of documents as "confidential" is unacceptable. For example, the current production contains numerous routine documents that do not contain anything that is remotely "confidential" under the existing protective order. These include, for example, AT&T's privacy policy, publicly available articles from Krebs *On Security* (ATT-TERP 2920-29), and another publicly available article on Mr. Terpin's unauthorized SIM Swap (ATT-TERP 2711). Moreover, we believe that it is inappropriate for AT&T to mark every internal communication within AT&T as "Confidential" under Section B ("Good Cause") of the Protective Order because these documents do not meet the criteria outlined in that Order. We therefore wish to discuss narrowing the Confidential designations to an appropriate scope.

Please let us know available times next week that we can schedule a call. We dispute most of the remaining claims and objections AT&T included in its August 17 letter and will address these in turn once we have had the opportunity to review all the documents AT&T produces.

And of course, Mr. Terpin reserves all rights.

Sincerely,



Timothy J. Toohey
Daniel Parino

TJT

cc: Pierce O'Donnell
Paul Blechner

EXHIBIT G

From: [Parino, Daniel](#)
To: [Johnson, Ashley E.](#); [Toohey, Timothy](#)
Cc: [Blechner, Paul](#); [McRae, Marcellus](#)
Subject: RE: Terpin v. AT&T--Investigation Documents
Date: Monday, October 25, 2021 3:30:20 PM

Hi Ashley,

I hope you had a nice weekend. We understood from our call that you would be providing the privilege log information relating to these investigations so that we could then address specifically the details of AT&T's claims of privilege in their proper context. While the burden is properly on AT&T as the party asserting the privilege, as Tim noted, internal investigations of the sort that we believe were conducted by AT&T are not by default privileged. *See e.g. In re Cap. One Consumer Data Sec. Breach Litig* 2020 WL 2731238, at *3 (E.D. Va. May 26, 2020) ("the fact that there is litigation does not, by itself, cloak materials with work product immunity" or attorney client privilege.), *see also In re Dominion Dental Servs. USA, Inc. Data Breach Litig.*, 429 F. Supp. 3d 190, 193 (E.D. Va. 2019) ("litigants cannot escape their obligations to disclose underlying facts by communicating them to an attorney or having an attorney direct the fact investigation."). The foregoing is provided without waiver of additional facts or arguments which may be presented because it remains our view that it is difficult to have a concrete discussion and address these issues specifically without having any idea what documents relating to SIM swap-related investigations AT&T is withholding. Once you provide us with a privilege log for the documents (which you mentioned were not very numerous), we can provide a lengthier response as to whether we agree with AT&T's privilege assertions.

Thanks,

-Daniel

From: Johnson, Ashley E. <AJohnson@gibsondunn.com>
Sent: Friday, October 22, 2021 10:28 AM
To: Parino, Daniel <dparino@greenbergglusker.com>; Toohey, Timothy <ttoohey@greenbergglusker.com>
Cc: Blechner, Paul <pblechner@greenbergglusker.com>; McRae, Marcellus <MMcRae@gibsondunn.com>
Subject: RE: Terpin v. AT&T--Investigation Documents

Hi Daniel,

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Thanks, and you have a nice weekend too,

Ashley

Ashley Johnson

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Gibson, Dunn & Crutcher LLP
2001 Ross Avenue Suite 2100, Dallas, TX 75201
Tel +1 214.698.3111 • Fax +1 214.571.2949
AJohnson@gibsondunn.com • www.gibsondunn.com

From: Parino, Daniel <dparino@greenbergglusker.com>
Sent: Friday, October 22, 2021 12:22 PM
To: Johnson, Ashley E. <AJohnson@gibsondunn.com>; Toohey, Timothy <ttoohey@greenbergglusker.com>
Cc: Blechner, Paul <pblechner@greenbergglusker.com>; McRae, Marcellus <MMcRae@gibsondunn.com>
Subject: Terpin v. AT&T--Investigation Documents

[WARNING: External Email]

Hi Ashley,

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Thanks and have a nice weekend,

-Daniel

Daniel A. Parino
Attorney at Law
[Biography](#)
310.201.7504 Direct
dparino@greenbergglusker.com

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2049 Century Park East, Suite 2600
Los Angeles, CA 90067
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EXHIBIT H

From: [Johnson, Ashley E.](#)
To: [Parino, Daniel](#); [Toohey, Timothy](#)
Cc: [Blechner, Paul](#); [McRae, Marcellus](#)
Subject: RE: Terpin v. AT&T--Investigation Documents
Date: Tuesday, November 30, 2021 10:10:52 PM

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From: Parino, Daniel <dparino@greenbergglusker.com>

Sent: Monday, October 25, 2021 5:30 PM

To: Johnson, Ashley E. <AJohnson@gibsondunn.com>; Toohey, Timothy <ttoohey@greenbergglusker.com>

Cc: Blechner, Paul <pblechner@greenbergglusker.com>; McRae, Marcellus <MMcRae@gibsondunn.com>

Subject: RE: Terpin v. AT&T--Investigation Documents

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Cc: Blechner, Paul <pblechner@greenbergglusker.com>; McRae, Marcellus <MMcRae@gibsondunn.com>
Subject: RE: Terpin v. AT&T--Investigation Documents

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EXHIBIT I

From: [Parino, Daniel](#)
To: [Johnson, Ashley E.](#); [Toohey, Timothy](#)
Cc: [Blechner, Paul](#); [McRae, Marcellus](#)
Subject: RE: Terpin v. AT&T--Investigation Documents
Date: Wednesday, December 8, 2021 2:38:34 PM

Hi Ashley,

Thank you for your response. We have not withheld anything regarding Mr. Terpin's June 2017 SIM Swap and have produced all responsive documents we could locate in our production. I believe there are a number of documents regarding third party SIM swaps that even predate the 2017 SIM Swap. Given that under the same theory, AT&T had been put on notice of the need to maintain adequate security regarding SIM Swaps on its customer's accounts since at least 2015 (per AT&T's own internal reports), please confirm that AT&T be producing responsive documents from 2015-2018.

This likewise applies to documents concerning other claims apart from Mr. Terpin's brought against AT&T regarding unauthorized SIM Swaps. As mentioned, AT&T had internally identified Sim Swaps as a danger to its customers as far back as August 2015, yet Mr. Terpin suffered his losses in 2018. Claims brought against AT&T regarding unauthorized Sim Swaps during this time and the actions (or lack thereof) that AT&T took to address these claims are central to this matter. As you made clear, being put on notice as to the need for adequate security measures is a relevant subject. Please confirm that AT&T will produce all documents relevant to these requests.

As for investigations into the SIM swap performed on Mr. Terpin's account, you note that "[AT&T's counsel conducted their own investigation here, which is straightforwardly shielded by attorney-client privilege and work product](#)". This statement is overbroad. An investigation into an incident such as a data breach is only privileged if it would not have been made but for pending litigation. If normally an investigation into a data breach is within a company's typical course of business, such an investigation is not attorney work product nor covered by attorney client privilege. "The hiring of outside counsel does not excuse a company from conducting its duties and addressing the issues at hand." *In re Cap. One Consumer Data Sec. Breach Litig.*, 2020 WL 2731238, at *4 (E.D. Va. May 26, 2020). And "the fact that the investigation was done at the direction of outside counsel and the results were initially provided to outside counsel, does not satisfy the "but for" formulation." *Id.* "It may well be that counsel will use the results of the [] investigations 'as necessary' in providing legal advice. That does not mean, however, that the primary purpose of [] investigations is legal instead of business." *In re Premera Blue Cross Customer Data Sec. Breach Litig.*, 329 F.R.D. 656, 666 (D. Or. 2019).

From documents produced in this and in another litigation with which we have familiarity, it is clear that there is an internal compliance and investigation department at AT&T that, as a matter of course, conducts investigations into unauthorized SIM swaps that are brought to AT&T's attention. We are also aware that when an employee of an authorized retailer (such as Prime) is involved in an unauthorized SIM swap and when a SIM swap is reported to the fraud department, investigations into the circumstances of the SIM swap are conducted. In this case, these investigations undoubtedly occurred not least because Mr. Terpin's wife contacted the fraud department and the

Terpins went into a store in Puerto Rico to find out about the SIM swap. This was months before AT&T was contacted by counsel for Mr. Terpin.

In addition, the underlying facts in the investigation are not privileged. Thus AT&T must produce all underlying documents related to the unauthorized SIM swap. This includes, at a minimum, any analysis of the IMEI number to which Mr. Terpin's SIM was swapped (including any other unauthorized SIM swaps made to that number), any other SIM swaps involving Jahmil Smith over the course of his employment, and documents similar to the Excel spreadsheets produced in the other matter.

While we are prepared to start with analyses generated by AT&T, either generated at the time or now, if you will not provide spreadsheets in a format that we know exists that contains a summary of the underlying information in AT&T's system to show for SIM swaps the customer (including name, phone number and SIM card), customer location, original IMEI, recipient IMEI, date and time of first use, date and time of transaction, employee ID under which the transaction proceeded, explanation for authentication provided by employee, and geographic information about first use, then you must produce the underlying data from which this type of information can be pulled for (a) each SIM swap involving Jahmil Smith during the period from January 1, 2017 to December 31, 2018, (b) each SIM swap involving the recipient IMEI used in the January 2018 Terpin swap, and (c) each SIM swap involving the same geographic location as the one used in the January 2018 Terpin swap during the period from January 1, 2017 to December 31, 2018. We would still reserve the right to challenge any privilege assertions that we consider inappropriate, but there can be no privilege objection to the underlying data, so please make it available immediately.

Further, AT&T must promptly provide us with a log of all pre-litigation documents that AT&T is withholding based on privilege so that we can evaluate the circumstances and timing of their creation. We also need to evaluate your claim that AT&T allegedly has no responsive (non-privileged) documents stemming from an investigation into the hacking of one of its customer's accounts which resulted in the theft of millions of dollars (despite the fact that Ms. Terpin contacted the AT&T fraud department and the Terpins took their complaint directly to AT&T personnel). Again whether an investigation document was "directed by non-lawyers" or "created by non-lawyers" is not the deciding factor. Even where there is "no question" that a company will "be facing substantial claims following [a] data breach, ...the determinative issue is whether the [investigation or report] would have been prepared in substantially similar form but for the prospect of that litigation." *In re Cap. One Consumer Data Sec. Breach Litig.*, 2020 WL 2731238, at *4 (E.D. Va. May 26, 2020) (emphasis added). We again note that neither Robert Arno or Joe Morella, whom we know were both involved in investigating SIM swaps at AT&T, are lawyers; this, in itself, belies an assertion that all investigations were conducted by lawyers. Again, a privilege log is essential so we can assess whether we need to include this issue in those that we intend to bring to the attention of the Magistrate Judge.

We look forward to receiving Mr. Coulter's documents. Relatedly, does AT&T intend on producing any further documents apart from those of Mr. Coulter? Of note, numerous documents responsive to this matter which were produced in the other matter in which we were involved have yet to be produced.

An additional issue that remains outstanding from our last conversation is whether AT&T will agree to come to a mutual agreement on search terms. Given our other issues on discovery (including incomplete productions and arbitrary time limitations), examination of search terms is necessary. If we are at an impasse on this issue, it will be included in the matters brought to the attention of the Magistrate Judge.

Thanks,

-Daniel

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Sent: Tuesday, November 30, 2021 10:10 PM
To: Parino, Daniel <dparino@greenbergglusker.com>; Toohey, Timothy <ttoohey@greenbergglusker.com>
Cc: Blechner, Paul <pblechner@greenbergglusker.com>; McRae, Marcellus <MMcRae@gibsondunn.com>
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EXHIBIT J

Log No.	Email To	Email From	Email CC	Email BCC	Date
1					5/16/2017
2	GALBRAITH GOOCH, TINA A (Legal) <tg2247@att.com>; COULTER, PETER I <pc2312@att.com>; FLYNN, MICHAEL E <mf1354@att.com>; ROMANO, NENA M <nr1826@att.com>; BECK, ANN A (Legal) <ab7329@att.com>	LE, TONY <dl3006@att.com>	BURMAN, RICH <rb9439@att.com>; SWART, BRYAN N <BS8432@att.com>; ABRAM, LARRY <la8840@att.com>		4/26/2017
3					4/26/2017
4	Montgomery, Adam <Adam.Montgomery@fleishman.com>; BURCHETT-WILLIAMS, ALTRESHA (Legal) <ab493b@att.com>; ROMANO, NENA M <nr1826@att.com>; ROSARIO, SUSAN J <sr8645@att.com>; MINAIDES, MICHAEL L (Legal) <mm8806@att.com>; MURPHY, MICK <mm3133@att.com>; TURNER, KRISTIN R (Legal) <kt8359@att.com>; COULTER, PETER I <pc2312@att.com>	HILL, RAY A <rh7889@att.com>			4/12/2016
5					4/12/2016
6					4/12/2016

7	Montgomery, Adam <Adam.Montgomery@fleishman.com>; COULTER, PETER I <pc2312@att.com>; BARRERA WAGGONER, ANA C <ab8965@att.com>; ROMANO, NENA M <nr1826@att.com>; BURCHETT-WILLIAMS, ALTRESHA (Legal) <ab493b@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>; FELDSTEIN, DAN <DF0077@att.com>; KOBS, JEFFREY E <jk4097@att.com>; Richter, Marty <Marty.Richter@fleishman.com>; TURNER, KRISTIN R (Legal) <kt8359@att.com>; SAGERSON, ANN N (Legal) <AS088W@att.com>	HILL, RAY A <rh7889@att.com>			6/30/2016
8					6/30/2016
9	LE, TONY <dl3006@att.com>; CHIARAMONTE, MICHAEL A <mc3707@att.com>	PANAGIA, ADAM L <ap2941@att.com>	COULTER, PETER I <pc2312@att.com>		12/14/2016
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11	MAIRS, KEVIN <km0109@att.com>; COLLINS, MARK S <MC6582@att.com>; COULTER, PETER I <pc2312@att.com>; BARRERA WAGGONER, ANA C <ab8965@att.com>; adam.montgomery@fleishman.com <adam.montgomery@fleishman.com>; CAMPER, NATE <nc4197@att.com>; ROMANO, NENA M <nr1826@att.com>; SCHANZ, STEVEN <sdschanz@directv.com>	HILL, RAY A <rh7889@att.com>	CHIARAMONTE, MICHAEL A <mc3707@att.com>; LE, TONY <dl3006@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>; WESTON, LYSHA N (Legal) <lw3898@att.com>; RODRIGUEZ, SUSAN (Legal) <sr4896@att.com>; YUNG-ENG, REBECCA <ry2571@att.com>		6/29/2016
12					6/29/2016

13	MAIRS, KEVIN <km0109@att.com>; COLLINS, MARK S <MC6582@att.com>; COULTER, PETER I <pc2312@att.com>; BARRERA WAGGONER, ANA C <ab8965@att.com>; adam.montgomery@fleishman.com <adam.montgomery@fleishman.com>; CAMPER, NATE <nc4197@att.com>; ROMANO, NENA M <nr1826@att.com>; SCHANZ, STEVEN <sdschanz@directv.com>	HILL, RAY A <rh7889@att.com>	CHIARAMONTE, MICHAEL A <mc3707@att.com>; LE, TONY <dl3006@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>; WESTON, LYSHA N (Legal) <lw3898@att.com>; RODRIGUEZ, SUSAN (Legal) <sr4896@att.com>; YUNG-ENG, REBECCA <ry2571@att.com>		6/30/2016
14	x	x			6/29/2016
15	KLIMACEK, STEVE (Legal) <SK4060@att.com>	COULTER, PETER I </O=sbc/OU=momail/cn=Recipients/cn=pc2312>	VELTZ, THOMAS D (Legal) <tv459f@att.com>; MADER, KENT <kpmader@directv.com>; 'JEFFRIES, KEVIN (jj5306@att.com)' <jj5306@att.com>		6/29/2016
16	x	x			6/29/2016
17	KLIMACEK, STEVE (Legal) <SK4060@att.com>	COULTER, PETER I </O=sbc/OU=momail/cn=Recipients/cn=pc2312>			7/24/2017
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19					7/24/2017
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21	LE, TONY <dl3006@att.com>; ROMANO, NENA M <nr1826@att.com>; COULTER, PETER I <pc2312@att.com>; FLYNN, MICHAEL E <mf1354@att.com>; BECK, ANN A (Legal) <ab7329@att.com>; SWART, BRYAN N <BS8432@att.com>	GALBRAITH GOOCH, TINA A (Legal) <tg2247@att.com>	BURMAN, RICH <rb9439@att.com>; ABRAM, LARRY <la8840@att.com>		4/27/2017

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23					6/29/2016
24	Montgomery, Adam <Adam.Montgomery@fleishman.com>; COULTER, PETER I <pc2312@att.com>; BARRERA WAGGONER, ANA C <ab8965@att.com>; ROMANO, NENA M <nr1826@att.com>; BURCHETT-WILLIAMS, ALTRESHA (Legal) <ab493b@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>; FELDSTEIN, DAN <DF0077@att.com>; KOBS, JEFFREY E <jk4097@att.com>; Richter, Marty <Marty.Richter@fleishman.com>; TURNER, KRISTIN R (Legal) <kt8359@att.com>; SAGERSON, ANN N (Legal) <AS088W@att.com>	HILL, RAY A <rh7889@att.com>			7/1/2016
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26	LE, TONY <dl3006@att.com>; COULTER, PETER I <pc2312@att.com>; FLYNN, MICHAEL E <mfl354@att.com>; ROMANO, NENA M <nr1826@att.com>; BECK, ANN A (Legal) <ab7329@att.com>	GALBRAITH GOOCH, TINA A (Legal) <tg2247@att.com>	BURMAN, RICH <rb9439@att.com>; SWART, BRYAN N <BS8432@att.com>; ABRAM, LARRY <la8840@att.com>		4/26/2017
27	KLIMACEK, STEVE (Legal) <SK4060@att.com>	COULTER, PETER I </O=sbc/OU=momail/cn=Recipients/cn=pc2312>			6/30/2016

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29	MAIRS, KEVIN <km0109@att.com>; COLLINS, MARK S <MC6582@att.com>; COULTER, PETER I <pc2312@att.com>; BARRERA WAGGONER, ANA C <ab8965@att.com>; adam.montgomery@fleishman.com <adam.montgomery@fleishman.com>; CAMPER, NATE <nc4197@att.com>; ROMANO, NENA M <nr1826@att.com>; SCHANZ, STEVEN <sdschanz@directv.com>	HILL, RAY A <rh7889@att.com>	CHIARAMONTE, MICHAEL A <mc3707@att.com>; LE, TONY <dl3006@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>; WESTON, LYSHA N (Legal) <lw3898@att.com>; RODRIGUEZ, SUSAN (Legal) <sr4896@att.com>; YUNG-ENG, REBECCA <ry2571@att.com>		7/1/2016
30		x			6/30/2016
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35	BECK, ANN A (Legal) <ab7329@att.com>	COULTER, PETER I </O=sbc/OU=momail/cn=Recipients/cn=pc2312>			7/24/2017
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37		x			7/24/2017
38		x			7/24/2017
39	BURMAN, RICH <rb9439@att.com>; GALBRAITH GOOCH, TINA A (Legal) <tg2247@att.com>	ROMANO, NENA M <nr1826@att.com>	LE, TONY <dl3006@att.com>; COULTER, PETER I <pc2312@att.com>; FLYNN, MICHAEL E <mf1354@att.com>; BECK, ANN A (Legal) <ab7329@att.com>; SWART, BRYAN N <BS8432@att.com>; ABRAM, LARRY <la8840@att.com>		4/27/2017
40	GALBRAITH GOOCH, TINA A (Legal) <tg2247@att.com>; TALBOT, JAMES (Legal) <jt8232@att.com>; FLEMMING, JACQUELYNE <jw1196@att.com>; COULTER, PETER I <pc2312@att.com>; SMITH, GARY E <gs1643@att.com>; BECK, ANN A (Legal) <ab7329@att.com>	ROMANO, NENA M <nr1826@att.com>	TOPONCE, MARK V <mt1581@att.com>; SWART, BRYAN N <BS8432@att.com>; CIESLAK, MATTHEW D <MC5995@att.com>; COLE, JILL D <jf2345@att.com>		10/27/2017
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49					1/6/2016
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51					6/29/2016

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53	KLIMACEK, STEVE (Legal) <SK4060@att.com>	COULTER, PETER I </O=sbc/OU=momail/cn=Recipients/cn=pc2312>	VELTZ, THOMAS D (Legal) <tv459f@att.com>; MADER, KENT <kpmader@directv.com>; 'JEFFRIES, KEVIN (jj5306@att.com)' <jj5306@att.com>		6/29/2016
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57		x			6/30/2016
58	LE, TONY <dl3006@att.com>; MICKLES, DIANE D <dd6570@att.com>	HILL, RAY A </O=sbc/OU=momail/cn=Recipients/cn=rh7889>	VELTZ, THOMAS D (Legal) <tv459f@att.com>		6/29/2016
59					6/29/2016
60	VELTZ, THOMAS D (Legal) <tv459f@att.com>; SAGERSON, ANN N (Legal) <AS088W@att.com>	HILL, RAY A </O=sbc/OU=momail/cn=Recipients/cn=rh7889>			6/29/2016
61		x			6/29/2016
62	HILL, RAY A <rh7889@att.com>	COLLINS, MARK S <MC6582@att.com>	SCHANZ, STEVEN <ss354w@att.com>; OSTAPOWER, TERESA L <to6542@att.com>; PARISIAN, PAM <pp7875@att.com>; HAIRSTON, DENO <bh7011@att.com>; HAYMONS, MATTHEW T <MH4705@att.com>; YUNG-ENG, REBECCA <ry2571@att.com>		7/27/2016
63					7/27/2016

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65		x			7/1/2016
66	COLLINS, MARK S <MC6582@att.com>	HILL, RAY A </O=sbc/OU=momail/cn=Recipients/cn=rh7889>	YUNG-ENG, REBECCA <ry2571@att.com>; SCHANZ, STEVEN <ss354w@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>		7/27/2016
67	HILL, RAY A <rh7889@att.com>; COULTER, PETER I <pc2312@att.com>; BARRERA WAGGONER, ANA C <ab8965@att.com>; ROMANO, NENA M <nr1826@att.com>; BURCHETT-WILLIAMS, ALTRESHA (Legal) <ab493b@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>; FELDSTEIN, DAN <DF0077@att.com>; KOBS, JEFFREY E <jk4097@att.com>; Richter, Marty <Marty.Richter@fleishman.com>; TURNER, KRISTIN R (Legal) <kt8359@att.com>; SAGERSON, ANN N (Legal) <AS088W@att.com>; KLIMACEK, STEVE (Legal) <SK4060@att.com>; mediaissues <DL-mediaissues@att.com>	Montgomery, Adam <Adam.Montgomery@fleishman.com>			6/30/2016
68		x			6/30/2016

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70		x			6/30/2016
71	HILL, RAY A <rh7889@att.com>; COULTER, PETER I <pc2312@att.com>; BARRERA WAGGONER, ANA C <ab8965@att.com>; ROMANO, NENA M <nr1826@att.com>; BURCHETT-WILLIAMS, ALTRESHA (Legal) <ab493b@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>; FELDSTEIN, DAN <DF0077@att.com>; KOBS, JEFFREY E <jk4097@att.com>; Richter, Marty <Marty.Richter@fleishman.com>; TURNER, KRISTIN R (Legal) <kt8359@att.com>	Montgomery, Adam <Adam.Montgomery@fleishman.com>			6/29/2016
72		x			6/29/2016

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74		x			6/29/2016
75	BURCHETT-WILLIAMS, ALTRESHA (Legal) <ab493b@att.com>; Montgomery, Adam <Adam.Montgomery@fleishman.com>; FELDSTEIN, DAN <DF0077@att.com>; HILL, RAY A <rh7889@att.com>	COULTER, PETER I <pc2312@att.com>	ROMANO, NENA M <nr1826@att.com>; MINAIDES, MICHAEL L (Legal) <mm8806@att.com>; BEST, JOHN C <jb9013@att.com>; MURPHY, MICK <mm3133@att.com>; TURNER, KRISTIN R (Legal) <kt8359@att.com>; KLIMACEK, STEVE (Legal) <SK4060@att.com>		4/11/2016
76	MAIRS, KEVIN <km0109@att.com>; COLLINS, MARK S <MC6582@att.com>; COULTER, PETER I <pc2312@att.com>; BARRERA WAGGONER, ANA C <ab8965@att.com>; adam.montgomery@fleishman.com <adam.montgomery@fleishman.com>; CAMPER, NATE <nc4197@att.com>; ROMANO, NENA M <nr1826@att.com>; SCHANZ, STEVEN <sdschanz@directv.com>	HILL, RAY A </O=sbc/OU=momail/cn=Recipients/cn=rh7889>	CHIARAMONTE, MICHAEL A <mc3707@att.com>; LE, TONY <dl3006@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>; WESTON, LYSHA N (Legal) <lw3898@att.com>; RODRIGUEZ, SUSAN (Legal) <sr4896@att.com>; YUNG-ENG, REBECCA <ry2571@att.com>		6/29/2016
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78	LEWIS, JEFFREY E <jl2845@att.com>; SMITH, GARY E <gs1643@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>	ROMANO, NENA M <nr1826@att.com>	HILL, RAY A <rh7889@att.com>		6/29/2016
79					6/29/2016

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83	MAIRS, KEVIN <km0109@att.com>; COLLINS, MARK S <MC6582@att.com>; COULTER, PETER I <pc2312@att.com>; BARRERA WAGGONER, ANA C <ab8965@att.com>; adam.montgomery@fleishman.com <adam.montgomery@fleishman.com>; CAMPER, NATE <nc4197@att.com>; ROMANO, NENA M <nr1826@att.com>; SCHANZ, STEVEN <sdschanz@directv.com>	HILL, RAY A </O=sbc/OU=momail/cn=Recipients/cn=rh7889>	CHIARAMONTE, MICHAEL A <mc3707@att.com>; LE, TONY <dl3006@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>; WESTON, LYSHA N (Legal) <lw3898@att.com>; RODRIGUEZ, SUSAN (Legal) <sr4896@att.com>; YUNG-ENG, REBECCA <ry2571@att.com>		7/1/2016
84					7/1/2016
85	HILL, RAY A <rh7889@att.com>	BARRERA WAGGONER, ANA C <ab8965@att.com>	VELTZ, THOMAS D (Legal) <tv459f@att.com>		6/29/2016
86					6/29/2016
87	'Montgomery, Adam' <Adam.Montgomery@fleishman.com>; COULTER, PETER I <pc2312@att.com>; BARRERA WAGGONER, ANA C <ab8965@att.com>; ROMANO, NENA M <nr1826@att.com>; BURCHETT-WILLIAMS, ALTRESHA (Legal) <ab493b@att.com>; VELTZ, THOMAS D (Legal) <tv459f@att.com>; FELDSTEIN, DAN <DF0077@att.com>; KOBS, JEFFREY E <jk4097@att.com>; 'Richter, Marty' <Marty.Richter@fleishman.com>; TURNER, KRISTIN R (Legal) <kt8359@att.com>	HILL, RAY A </O=sbc/OU=momail/cn=Recipients/cn=rh7889>			6/29/2016

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90	HILL, RAY A <rh7889@att.com>	BARRERA WAGGONER, ANA C <ab8965@att.com>			7/1/2016
91					7/1/2016
92	HILL, RAY A <rh7889@att.com>	BARRERA WAGGONER, ANA C <ab8965@att.com>			7/1/2016
93					7/1/2016
94	CHIARAMONTE, MICHAEL A <mc3707@att.com>; COULTER, PETER I <pc2312@att.com>; HILL, RAY A <rh7889@att.com>	LE, TONY <dl3006@att.com>	VELTZ, THOMAS D (Legal) <tv459f@att.com>		6/29/2016
95					6/29/2016

Privilege Designation	Privilege Type	Privilege Description
Privileged - Withhold	Attorney Client Communication; Attorney Work Product	Memorandum from counsel, providing legal advice regarding response to allegation(s) of SIM swap fraud
Privileged - Withhold	Attorney Client Communication	Email and attachment(s) to counsel, providing information to facilitate the provision of legal advice regarding response to allegation(s) of SIM swap fraud
Privileged - Withhold	Attorney Client Communication; Attorney Work Product	Attachment to email to counsel, providing information to facilitate the provision of legal advice regarding response to allegation(s) of SIM swap fraud
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Privileged - Withhold	Attorney Client Communication; Attorney Work Product	Attachment to email prepared at the request of counsel in anticipation of, or in response to, litigation regarding current or pending litigation

Privileged - Withhold	Attorney Client Communication	Email and attachment(s) to counsel, providing information to facilitate the provision of legal advice regarding public communications
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Privileged - Withhold	Attorney Client Communication	Email attached to email from counsel containing information gathered at the request of counsel, regarding response to allegation(s) of SIM swap fraud
Privileged - Withhold	Attorney Client Communication	Non-responsive attachment to email to counsel, providing information to facilitate the provision of legal advice regarding fraud investigation.
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EXHIBIT K



May 11, 2022

Via E-Mail (mmcrae@gibsondunn.com, ajohnson@gibsondunn.com)

Ashley E. Johnson
Marcellus McRae
Jeremy Ochsenbein
Gibson, Dunn & Crutcher LLP
333 South Grand Ave.
Los Angeles, CA 90071-3197

Re: Meet and confer RE AT&T Privilege Log-- Terpin v. AT&T (Case No. 2:18-CV-06975-ODW-KS)

Dear Ashley:

We are writing regarding the manifest inadequacy and incompleteness of the privilege log that AT&T finally produced (after months of discussions among the parties) on May 9, 2022. Although you have been aware since last July that we contested AT&T's claims for privilege for its investigations of Mr. Terpin's January 2018 unauthorized SIM swap and that we were specifically seeking a privilege log that would include all of those documents so we could assess the adequacy of AT&T's privilege claims, AT&T has refused to log any documents after 2017, including any documents relating to any internal communications from 2018 forward that are responsive to our document requests for which AT&T claims privilege.

We are writing to demand that you produce a complete privilege log, including a log listing all communications relating to the internal investigation that AT&T claims are privileged and all other responsive documents for which you claim privilege as soon as is possible. We ask that you confirm by Friday (a) that you will provide a privilege log that supplements with listing all withheld documents not exchanged exclusively with outside counsel; (b) a proposed date by which service of the log will occur; and (c) the number of additional documents that will be logged, which will provide us the basis for us to assess the reasonableness of the proposed date of production. Prompt attention to these matters is necessary so that we can promptly meet and confer before bringing this to the attention of the Magistrate Judge. Moreover, as noted below, AT&T's continued failure to produce a complete privilege log may constitute waiver of its claims of privilege and is sanctionable under Rule 37(b)(2) of the Federal Rules of Civil Procedure.

There was no agreement by us that documents relating to AT&T's internal investigations and other internal communications that AT&T claims are privileged did not have to be logged on a privilege log. To the contrary, Mr. Terpin's document requests asked (as is required by Rule 26(b)(5)) that all responsive documents that AT&T claims are privileged be listed on a privilege log. Moreover, we made it abundantly clear in several discussions since last July that we

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specifically needed to have all documents relating to internal investigations of the unauthorized SIM swap listed on the log so that we could assess and potentially challenge what we believe may be overbroad and inadequate claims of privilege. The only omissions from the privilege log to which we are amenable are for communications that were solely between an AT&T client representative (such as Ms. Okcu) and outside litigation counsel that occurred after Mr. Terpin's demand letter to AT&T on March 19, 2018, assuming that this exception also pertains to Mr. Terpin's communications with his outside counsel. This agreement would not pertain to communications copied to third parties or to AT&T personnel other than client representatives.

Production of the information typically contained in a privilege log is required by the Federal Rules of Civil Procedure. Rule 26(b)(5) provides that "[w]hen a party withholds information otherwise discoverable by claiming that the information is privileged or subject to protection as trial-preparation material, the party must: (i) expressly make the claim; and (ii) describe the nature of the documents, communications, or tangible things not produced or disclosed—and do so in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the claim."

AT&T also undoubtedly has the burden of proof regarding its assertions of privilege. *See In re Grand Jury Investigation* 974 F.2d 1068, 1070 (9th Cir. 1992). To meet this burden AT&T must make a *prima facie* showing that the privilege protects the information that it intends to withhold. *Id.* at 1070-1071. A privilege log identifying documents for which privilege is claimed and providing basic information about the documents is a first step in this process. *Teradata Corp. v. SAP SE*, No. 18-cv-03670-WHO (EDL) (N.D.Cal. Sep. 9, 2019)) 2019 U.S. Dist. LEXIS 232053, at *75. The purpose of a privilege log is "to help courts and litigants determine the sufficiency of the claimed privilege." *Christensen v. Goodman Distrib., Inc.*, No. 2:18-cv-02776-MCE-KJN) 2020 U.S. Dist. LEXIS 126467 (E.D.Cal. July 17, 2020), at *9-10; *see also Waymo LLC v. Uber Techs., Inc.* 319 F.R.D. 284, 288 (N.D.Cal. 2017). ("The purpose of a privilege log in our federal system is to list the materials withheld under any claim of privilege and to specify certain time-honored particulars as to each item withheld. This is the first step in the process of adjudicating a claim of privilege") (emphasis added).

Mere assertion of the privilege claim in document objections or (in this case, a cover e-mail asserting that documents will not be logged after a certain date) does not provide the information required by Rule 26(b)(5). *See Burlington Northern & Santa Fe Ry. Co. v. U.S. Dist Court for the Dist. Of Mont.*, 408 F.2d 1142, 1147 (9th Cir. 2005) ("a general, boilerplate assertion of an evidentiary privilege in response to a discovery request does not satisfy the demands of Rule 26(b)(5) and Rule 34, read together, and is not a proper assertion of the privilege"). Indeed the failure, as here, of a party to provide proper notice of the basis of a privilege under Rule 26(b)(5) may lead to a finding that the privilege has been waived and subject the party to discovery sanctions. *Id.* (withholding materials without satisfying Rule 26(b)(5) subjects a party to sanctions under Rule 37(b)(2) "and may be viewed as a waiver of the privilege or protection." (quoting advisory committee comments to the amendments to Rule 26). *See also Stagger v. Experian Information Solutions, Inc.*, 2021 WL 5299791, *5 (N.D. Ill. 2021) (boilerplate general privilege objections are the same as "no objection at all," are not the

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Ashley Johnson
May 11, 2022
Page 3

equivalent of a privilege log and may constitute a “waiver of the privilege as to the unlogged documents”).

Although the production of a complete privilege log is an initial requirement for AT&T in the process of establishing its claims of privilege, it does not in and of itself meet AT&T’s burden of proof of establishing that the documents are privileged. *United States v. Lonich* (N.D.Cal. May 2, 2016, No. 14-cr-00139-SI-1) 2016 U.S. Dist. LEXIS 58829, at *8. Even after it provides a complete privilege log, AT&T still has the burden of proof in substantiating its claim of privilege when challenged by Mr. Terpin.

In this case, AT&T has not even satisfied the “first step” in the process for meeting its burden of proof because it has arbitrarily omitted from the log documents after 2017, including documents relating to its vaunted (and allegedly privileged) internal investigations of the January 7, 2018 unauthorized SIM swap. The failure to list those documents is particularly egregious because AT&T knew that we had specifically requested a log of those documents so that we could evaluate what we suspect are overbroad or unfounded privilege claims. Obviously, we cannot simply “take AT&T’s word” for its assertions of privilege at this point after we have been disputing its privilege assertions for months. We must have a means of evaluating those claims of privilege in the context of who initiated the communications, to whom the communications were copied, when the communications were made, and other basic facts that are typically included on the privilege log.

Even more seriously, by not providing a privilege log, AT&T has waived its privilege as to the documents that it has refused to log. We therefore reserve our right to move to compel the production of the withheld documents that have not been logged and are not exclusively with litigation counsel from 2018 onwards on the grounds that AT&T has failed to satisfy its burden and has waived privilege.

We request that you promptly provide a response to this letter, including the materials requested above, by this coming Friday. We further reserve our right to seek sanctions against AT&T for its abuse of the discovery process and to compel production of any unlisted documents for any continued failure to produce an adequate and complete privilege log.

Sincerely,



Timothy J. Toohey
Paul Blechner

TJT